



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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Bank

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance
May 7, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment with the Advance Transit, Inc. (Vendor # 166573), Wilder, VT, by extending the completion date from June 30, 2013 to June 30, 2014 effective upon Governor and Council approval. This is a time extension only, requiring no additional funds.

EXPLANATION

This contract with the Advance Transit, Inc was originally approved by Governor and Council on June 22, 2011 as item #362, and subsequently amended on November 30, 2011 as item #102 to include a transit fare policy/technology study, increasing the amount by \$30,400 from \$221,600 to \$252,000.

Advance Transit, Inc. is a private, nonprofit organization, which provides coordinated public transportation and rideshare services. Advance Transit, Inc requested an extension to the contract completion and supplied appropriate contract documentation. As part of this amendment, Advance Transit, Inc will continue its work administering the Upper Valley Rideshare Program, compile statistical data, performing outreach activities to increase transportation and employment options for residents and employers in the region.

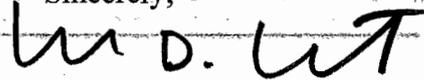
The total contract amount not to exceed \$252,000 is unchanged. Work on this project is approximately 85% complete.

Original Completion Date
By this Amendment

June 30, 2013
June 30, 2014

The amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed amended Agreement are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Sincerely,



Christopher D. Clement, Sr.
Commissioner

Amendment to Contract # 4001382 between the State of NH Department of Transportation and Advance Transit, Inc. (approved 6/22/2011, Item #362).

This contract amendment changes the completion date for the. All other provisions will remain in effect.

ARTICLE I Section F. Date of Completion has been amended to read as follows:

F. DATE OF COMPLETION

The date of completion for the Planning services rendered under this AGREEMENT shall be June 30, 2014.



Advance Transit, Inc.

Ride with Us!

P.O. Box 1027, Wilder, VT 05088 • 802-295-1824 • fax 802-295-3010 • www.advancetransit.com

March 25, 2013

Mr. Bill Watson
New Hampshire Department of Transportation
Bureau of Planning and Community Assistance
7 Hazen Drive, PO Box 483,
Concord NH 03302-0483

RE: Extension of FY2013 Upper Valley Rideshare project and remaining funds for 12 months, to June 30, 2014

Dear Mr. Watson,

Bill

On behalf of Advance Transit, I am requesting an extension of the FY2013 Upper Valley Rideshare project and remaining funds for twelve months, to June 30, 2014. The attached document illustrates the focus will be on the RT 120 corridor in Lebanon and Hanover and its employers, municipalities and commuters. This extension will allow us to continue providing rideshare outreach and marketing to commuters and employers in coordination with the statewide NH Rideshare program.

The rideshare service supplements Advance Transit's fixed route public transit system. AT is a private not-for-profit organization that provides coordinated public transit services for the general public, incorporated in 1984 to provide transit services to the Upper Valley region (NH and VT).

Advance Transit has maintained a contractual relationship with NHDOT throughout this time. Advance Transit is a NH corporation located in Wilder, VT. Susan Berry will be the Project Manager for this project. She can be reached at (802) 295-1824, x208. We are open to discussion regarding alterations in the scope or budget.

Respectfully submitted,

Van Chesnut, Executive Director

**Advance Transit Request for Extension of FY 2013 Rideshare Project
and remaining funding for Upper Valley Rideshare service
Fiscal Year ending June 30, 2014**

Applicant:

Advance Transit, Inc.
PO Box 1027, Wilder, VT 05088
802-295-1824
Van Chesnut, Executive Director, vchesnut@advancetransit.com

Introduction:

With this proposal Advance Transit is **requesting an extension of the FY 2013 rideshare project and any remaining funds, to be used in FY 2014**, to continue the Upper Valley Rideshare matching services for employers and residents in the Upper Valley. This project provides a complimentary commuting option to the Advance Transit service area. The project concentration in FY2014 will be on the reduction of single occupant vehicles in the I-89 exits 17 and 18, and the NH Route 120 and US Route 4 corridors, by working with and strengthening our community partnerships with employers and municipalities along such routes. The matching funds for the rideshare service will come from a local match. The UVRS service has been active and available to Upper Valley commuters for more than two decades.

Background:

Advance Transit, Inc., a 501 (c)(3) non-profit New Hampshire corporation with headquarters in Wilder, VT, has been serving the Upper Valley for over 25 years. The Advance Transit (AT) bus system serves the Upper Valley towns of Canaan, Enfield, Lebanon, and Hanover in New Hampshire, and Hartford and Norwich in Vermont. The Advance Transit mission is to help assure the continued growth, livability, and accessibility of Upper Valley communities by offering safe, effective, and friendly public transportation and rideshare services to persons regardless of age, sex, race or disability.

Two features make Advance Transit unique among public transit systems: a private not-for-profit status and a free fare policy. The 14 members of the Advance Transit Board of Directors represent area towns and planning commissions as well as major area employers; many have extended Board tenure. Advance Transit's 45 full and part-time employees have long tenure and demonstrate pride in the organization.

Advance Transit has offered a carpool matching service in the Upper Valley region, operating under the name of Upper Valley Rideshare (UVRS), since 1992. The service is a compliment to the Advance Transit services offering another transportation choice for people in Upper Valley areas where the bus cannot serve. The Upper Valley Rideshare service area has fluctuated between just a few towns in 1992 to several hundred bi-state municipalities in 2009, but is now exclusively the local region. To date, UVRS has registered over 5,500 commuters seeking carpool partners and has carried a 10-11% minimum confirmed carpool rate, matching the national average for over a decade.

Qualifications of Key Personnel:

Susan Berry has been with Advance Transit since 1992 when she was hired to develop a rideshare program and comprehensive marketing plan for the Advance Transit bi-state service region. Susan utilized her background in marketing and business management to manage Upper Valley Rideshare (UVRS). Today the UVRS program has a significant database and high quality services. Susan has secured several TDM awards from the U.S. Environmental Protection Service for the UVRS program and TDM employers in the Upper Valley region, including the designation of the first BEST Workplaces for Commuters "Rural District" in the U.S. Susan coordinated the UVRS program with Vermont Rideshare (VTRS) and co-wrote the VTRS software manual in 1996. Berry has managed multiple expansions of the AT rideshare region in VT, including a statewide expansion from 2006 through 2009. Susan is a graduate of Boston University. Berry completed the Marlboro College Certificate of Non-Profit Management in spring 2010.

Van Chesnut has been the Executive Director of Advance Transit for 25 years and has 34 years in public transportation management experience. Van serves as Chair of the New Hampshire Transit Association, Chair of the Transportation Advisory Committee (TAC) for the Upper Valley Lake Sunapee Regional Planning Commission, and is on the Board of Directors of the Upper Valley Transportation Management Association and the Vermont Public Transportation Association. In 2009 Van received the Founders Award from the Community Transportation Association of America. Van has a BA degree from Purdue University.

Carol Hardy Advance Transit's Director of Administration has over 15 years of experience working with federally funded transportation programs. She has completed courses with the National Transit Institute, the Federal Transit Administration, and through the National RTAP program in areas such as financial management, procurement, project management, developing complementary Para transit programs, and human resource management. Carol has over 25 years of accounting experience.

Justification for the Project:

The Upper Valley Rideshare project intends to use the continuation funds to increase the number of carpools and strengthen community partnerships in the effort to diminish single occupant vehicles (SOV) in the NH RT 120 corridor.

The continuing growth of the Upper Valley residential and employee population within the Lebanon-Hanover Labor Market (L-HLM) has prompted many municipalities and employers to identify a need for more transportation service choices to help commuting employees. By identifying this need, the increased carpools and transit riders can reduce the corridor's vehicle miles traveled (VMT), help mitigate traffic congestion, protect the region's quality of life, air quality, and reduce carbon emissions (CO₂).

The NH RT 120 corridor's traffic has visibly increased due to business expansions and new developments. Employee and student matriculation in these businesses makes the need for continuous rideshare services necessary. US Census data illustrates that one can expect approx. 10-13% of the region's employees to carpool. In addition, the need for local rideshare services has been highlighted in the Upper Valley-Lake Sunapee Regional Planning Commission's *Regional TDM Plan*, the *Regional Transportation Plan*, and in many of the region's municipal master plans. There is a real need for carpool matching services here.

The majority of employees in the Lebanon-Hanover labor market have an average 30-mile one-way commute, often including I-89 in at least one part of the trip. Commuters who are exiting at I-89 exit 17 or 18 experience delays and congestion during peak hours. They commute from Concord, New London, and Grantham. US Route 4 is also congested, and both corridors funnel these cars onto NH Route 120.

The largest municipality in the region is the City of Lebanon, where 500 businesses employ over 18,000 employees,¹ thus increasing the City's daytime population from approx. 14,000 residents² to approx. 28,000. This includes Dartmouth-Hitchcock Medical Center (DHMC) who employs approx. 7,394; one of the largest employer in New Hampshire and Dartmouth College who employs approx. 4,300 employees³ in neighboring Hanover. Both are located on NH Route 120.

Additional employers comprising the top ten largest in the Labor Market (based on NH Economic & Labor Market Bureau, 2011) are: Hypertherm Plasma Cutting, Timken Aerospace, Alice Peck Day Hospital, Tele Atlas North America, Spectra Printing, Lebanon School District, Hypertherm Manufacturing, and Lebanon Municipal Government.

UVRS has worked closely with the Upper Valley commuters; some having used the UVRS service for more than 15 years. Commuters appreciate the caliber of customer service offered, making UVRS an important component not just in the reduction of single occupant vehicles in this region, but also in forming many of the carpools. UVRS wants to continue its work toward a reduction of peak hour congestion by concentrating on Lebanon, Hanover municipalities and employers, and the NH Route 120 corridor from I-89 exit 17 to exit 18.

¹ Lebanon, NH Chamber of Commerce website

² NH Quik Facts 2009 data

³ NH Quik Facts 2009 data

Dartmouth-Hitchcock Medical Center supports all of the regional transit services and sees ridesharing as an equal partner in the plan to minimize the number of SOV's and parking spaces on its main campus parking lot and to mitigate the amount of traffic on NH RT120. Many of UVRS's most successful carpools go to DHMC.

In 2010 the Upper Valley Transportation Management Association surveyed employees at Dartmouth-Hitchcock Medical Center, Dartmouth College and Hypertherm. The response demonstrated a strong desire for rideshare services. The survey also showed employees are most influenced to carpool by financial incentives and convenient park and ride lots. Surprisingly, environmental concerns were not the reason to take action.

The current economic downturn has had less impact in the Upper Valley than other regions in NH so employees and employers still need transportation services. A loss of UVRS carpool matching services in the Hanover-Lebanon labor market, will not reduce the need for carpool matching, but will result in NH residents and employers looking to neighboring programs for services.

Upper Valley Rideshare promotes all local transportation providers including Advance Transit, Connecticut River Transit and Stagecoach Transportation services and partners with them for regional promotions when applicable. UVRS has sponsored Bike/Walk to Work Day events for nine years, and been a major contributor to the formation of Commute Green New Hampshire.

Detailed Scope of Work and Project Tasks (Outreach, Marketing, Admin):

Task 1 - Outreach

Scope of work:

The Upper Valley Rideshare project wishes to use the continuation funds to increase the number of carpools and strengthen community partnerships in an effort to diminish single occupant vehicles (SOV) traveling on I-89 exit 17 and 18, US RT 4 and the NH RT 120 corridor.

To accomplish this, Upper Valley Rideshare will offer outreach services to local employers, municipalities and commuting residents, with a focus on SOV impacts, utilization of the UVRS carpool matching and customer service, and connections to additional local transportation. Our 2013 target market will be employers and municipalities located on or near RT 120 in the following categories:

- 1-a.) Destination points, such as employers, 1-b.) General public, and 1-c.) Origination points, such as municipalities.

Target-market employers and municipalities will be offered on-site information events. Our focus will be on "community" carpooling. When needed, employers will be offered employee surveys to gauge transportation needs and perceived commute barriers. The results will be used to create "micro-marketing" plans to increase awareness of ride matching services and benefits through the UVRS website.

All target markets will be invited to participate in transportation events such as the Commute Green New Hampshire Challenge and Upper Valley National Bike/Walk to Work Day celebrations.

Tasks:

1-a.) Outreach to Destination Points (employers, schools, business parks)

- Establish target contact lists; set-up meetings to learn about company culture and transportation concerns
- Inquire about opportunities and book on-site information events to promote non SOV services and promote local and statewide events
- Work with employees who are involved in target market in-house transportation mitigation efforts.
- If needed, offer employee surveys to gather information about perceived transportation problems and/or perceptions.

1-b.) Outreach to the General Public

- Develop a list of community information outlets (bulletin boards, eco-friendly groups, park and ride lots, community newsletters, events, etc.) to post information about rideshare services and events for the public
- Post information online about rideshare services
- Post a community calendar online

1-c.) Outreach to Points of Origin (municipalities)

- Establish a contact list. Make contacts with town managers, transportation and sustainability committees.
- Inquire about opportunities for community outreach.
- Maintain a list of target markets

Deliverables:

- Maintain a list of target markets and events
- Results of municipality and employer outreach meetings and events
- Employer survey summaries, as available

Task 2 - Marketing

Scope of work:

UVRS will promote local transportation choices to employers, residents, and municipalities on or near the RT 120 corridor in the Hanover/Lebanon Labor Market. We will promote use of the NHRS ride matching software and the regional UVRS services and benefits to locate carpool partners and other transportation choices. Tasks will include marketing events, commuter website tools, and coordination with regional community partners.

Tasks:

2-a.) Establish Marketing Strategy for NH Route 120 target market (employers, commuters and municipalities)

- Create a calendar of marketing opportunities and events in the target area.
- Establish a contact list of active UVRS participants commuting in the target area.
- Establish lists of ETC contacts at target employers, and municipalities, transportation committees
- Encourage and foster community carpooling programs
- Work with employees who are involved in in-house transportation efforts.
- Create an E-mail newsletter

2-b.) Commuter and Data Collection Tools

- Up-to-date website with tools, links, information, event calendar
- Carpool and ERH sign-up forms
- Current Rideboard online
- Develop data collection process
- Post information online about rideshare services and events for the public
- Online newsletter

2-c.) Reporting Data

- Keep monthly reports on new members, possible carpools matches, carpools formed, ERH use,
- Keep quarterly lists of member VMT (with and without carpools), # carpools vs. SOV at target locations, percent of sign-ups to total employees at select target locations

Deliverables:

- E-mail newsletter
- Website with carpool, ride matching tools and transportation links
- Monthly report re. use of community based carpool matching
- Stats re the target market
- Locally funded Emergency Ride Home benefit for Advance Transit service region
- Ongoing support for Commuter Green NH Challenge and Upper Valley's celebration of National Bike/Walk to Work Day

Task 3 - Administration**Scope of Work:**

Advance Transit on behalf of UVRS service will meet all regulations set forth in the grant requisition by NHDOT in accordance with the FHWA rules and regulations for the administration of the NH DOT funds for a rideshare service in the Upper Valley region with a focus on the RT 120 corridor. AT will manage funds and report as required.

Tasks:

Purchase supplies, outside services, printing, as needed to market the UVRS services. Purchase professional tools or services as needed. Keep records of outreach and marketing expenses, distribution activity and alliances formed. Report as required.

Deliverables:

- Fulfill reporting requirements
- Produce monthly invoices in accordance with FHWA rules and regulations.

Proposal from Advance Transit, Inc.
To extend the Upper Valley Rideshare project in the Upper Valley region of NH
July 1, 2013 to June 30, 2014

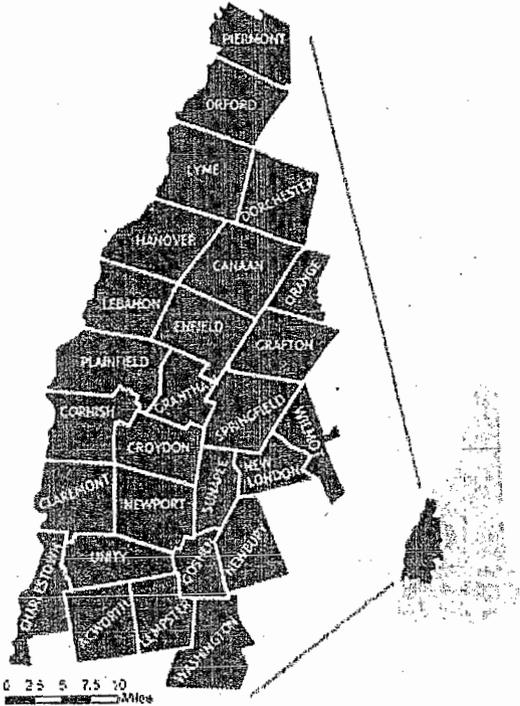
Project Schedule

This is a task extension schedule of the FY 2013 project and remaining funds into FY2014, in order to continue services in the Upper Valley region, with a concentration on the NH Route 120 corridor.

Tasks	Monthly Schedule (July 1 to June 30, 2014)					
	7-8	9-10	11-12	1-2	3-4	5-6
Outreach						
1-Contact employers and towns re outreach events	○	●	●	○	●	○
2-Conduct employer site visits as available	○	●	●	○	●	●
3-Maintain employer target market list and results	●	●	●	●	●	●
4-Maintain community calendar	●	●	●	●	●	●
5-Conduct employer surveys if needed	○	○		○	○	
Marketing						
1-Create marketing plan with concentrated focus	●			●		
2-Maintain current list of active commuters/biz	●	●	●	●	●	●
3-Publish E-mail newsletter for commuters/biz		●		●		●
4-Update tools, forms, links, information on website	●		●		●	
5-Maintain ERH benefit for local area	●	●	●	●	●	●
6-Work with Commute Green NH	○	●	○	○	●	●
7-Coordinate with regional transit	○	○	○	○	○	○
Reporting Data						
1-Monthly reports on membership, carpools, and Emergency Ride Home use	●	●	●	●	●	●
2-Quarterly reports of member VMT, VM saved, trips saved, number of carpools at target locations	●	●	●	●	●	●
Admin						
1- Attend NH-DOT meetings as requested	●	○	●	○	●	○
2- Fulfill budget and invoice requirements	●	●	●	●	●	●
● full service ○ anticipate lesser demand						

Service Area:

UVRS provides carpool matching services and transit information to the Upper Valley employment market. The majority of commuters utilize two major Interstate highways, I-89 and I-91, and NH RT 120, NH RT 12A, NH RT 10, US RT 4 in this region.



Lebanon sits at the crossroad of I-89 and I-91, interstate highways that provide easy access to and from the Upper Valley, making it the center of the Upper Valley's Labor Market. Over 60 percent of Lebanon residents are employed within the city limits. Lebanon serves as the core shopping area for a regional population of between 30,000-40,000.

The Upper Valley Labor Market's (UVLM) location near the junction of two major interstates and its close proximity to Dartmouth College and the Dartmouth-Hitchcock Medical Center, fosters steady growth and transportation needs as it draws employees from long distances. Upper Valley employees utilize the New London park and ride lot, and the Grantham park and ride lot. The UVLM's top twelve employers are⁴ Dartmouth-Hitchcock Medical Center and the Hitchcock Clinic with 7,933⁵ employees, Dartmouth College 4,305 employees, Hypertherm-Plasma Cutting 1120, Timken Aerospace 800, Alice Peck Day Hospital 467, Tele Atlas North America 462, Spectra Printing 401, Lebanon School District 387, Hypertherm Manufacturing with 241, Lebanon Municipal Government 220, Luminescent Systems 201, Thermal Dynamics 186.

⁴ NH Quik Facts

⁵ NH Employment Security (nh.gov/nhes/elmi/html/profiles/county)

Appendix A - Budget:

(NHDOT grant application spreadsheet).

Appendix B - Upper Valley Rideshare Project stats – 2009 to 2013(mid year):

(NHDOT Trapeze/RidePro matching website & software).

Appendix C - Upper Valley Rideshare Project stats – 2004 to 2009(mid year):

(Upper Valley ride matching website & software).

Exhibit A

Proposal from Advance Transit, Inc.
Request to extend the Upper Valley Rideshare FY 2013 project and remaining funds
July 1, 2013 to June 30, 2014

Project Extension Budget

This is an estimated budget to extend the FY 2013 project and remaining funds into FY2014, in order to continue services in the Upper Valley region, with a concentration on increasing carpools and reducing VMT on NH Route 120 corridor in Lebanon and Hanover.

The NH-DOT Trapeze software is expected to be operational until 9/30/2013. This budget is based upon the use of both ride matching programs (NH RidePro/Trapeze and Upper Valley Rideshare) while available, and the sole use of the Upper Valley Rideshare program after 9/30/2013.

Upper Valley Rideshare Services Project Budget

Task	Task 1 Outreach 49%	Task 2 Marketing 37%	Task 3 Admin 14%	Total 100%
Budget FY2014	28,280.00	21,400.00	8,320.00	58,000.00
Staff	27,500.00	20,320.00	2,000.00	49,820.00
Indirect	0.00	0.00	6,000.00	6,000.00
Consultants		300.00		300.00
Supplies	100.00	200.00		300.00
Telephone				0.00
Postage				0.00
Inside Copy	110.00		20.00	130.00
Outside Copy				0.00
Travel	370.00	170.00		540.00
Training				0.00
Recruiting				0.00
Fees				0.00
Printing	200.00	310.00		510.00
Mktg- Distribution				0.00
Mktg-Print Media		100.00		100.00
Equip Maint				0.00
Equip Purchase				0.00
Total for Current Month	28,280.00	21,400.00	8,320.00	58,000.00

Exhibit B

Proposal from Advance Transit, Inc.
To extend the Upper Valley Rideshare project in the Upper Valley region of NH
July 1, 2013 to June 30, 2014

Upper Valley Rideshare stats for July 2009 – June 2012
Ridematching Software: New Hampshire Rideshare Trapeze
 This reflects 3.5 years of the NHRS project in the Upper Valley and the use of Trapeze software.
 Mileage and trip numbers not available at this time.

NHRS Ridematching Program stats – Trapeze/RidePro	
UV Commuter accounts opened:	
Commuters entered from NHRS database	65
Commuters opening RS account online in 2009/10	24
Commuters opening RS account online in 2010/11	18
Commuters opening RS account online in 2011/12	97
Commuters opening RS account online in 2012/13	59
Total	266
Upper Valley Markets Served	
Commuter Hometowns	28
Biz/Employer Towns	15
Biz/Employers served	62
UV NH residents working in NH	244
UV NH residents working in VT	42
UV VT residents working in NH	10

Exhibit C

Proposal from Advance Transit, Inc.

To extend the Upper Valley Rideshare project in the Upper Valley region of NH
July 1, 2013 to June 30, 2014

Upper Valley Rideshare stats for FY 2004 – mid-point FY 2009

Ridematching Software: Upper Valley Rideshare ride matching software

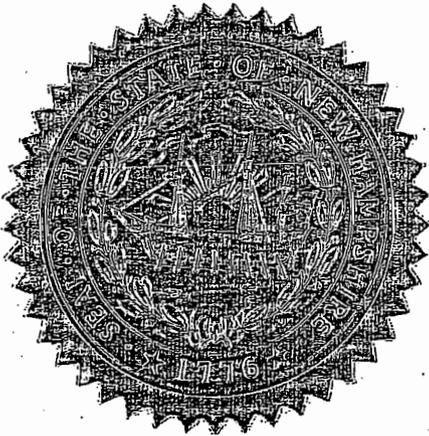
This reflects 5.5 years of the Upper Valley Rideshare project and UVRS ridematching software.

UVRS Ridematching Program stats - UVRS	Fiscal Year					
	04	05	06	07	08	09 partial
UV Commuters						
New commuter applicants	173	218	218	195	269	93
Average matched clients each month	197	204	254	263	218	227
One-way Trips Saved	46,706.6	43,077.4	50,568.0	54,885.2	42,333.5	30,788.0
Trip Miles w/o a Match	2,375,539.3	2,577,695.2	3,501,743.7	3,897,494.2	3,459,754.2	2,233,230.8
Trip Miles Saved	994,013.8	961,763.8	1,327,349.8	1,528,288.8	1,530,778.5	1,160,514.1
Unmatched miles	1,381,525.5	1,615,931.4	2,174,393.9	2,369,205.4	1,928,975.7	1,072,716.7
Average Carpool Count each month	96	114	127	144	160	121
Active Clients at Year End (-less inactive)	945	1,047	1,216	1,304	1,549	1,586

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ADVANCE TRANSIT, INC. is a New Hampshire nonprofit corporation formed January 12, 1984. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

ADVANCE TRANSIT, INC.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of the meeting of the Board of Directors of Advance Transit, Inc. on March 19, 1987 which meeting was duly called at which a quorum was present:

On a motion duly made and seconded, it was voted to authorize the President, to accept grants and awards and enter into contracts from time to time with the State of Vermont's Agency of Transportation, or New Hampshire Department of Transportation, and to sign and otherwise fully execute such acceptances and contracts and any related documents requested by vote of this governing board until such time as his successor is elected or appointed."

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that James M. Tonkovich is the duly elected President of this corporation and still qualified and serving in such capacity.



Van J. Chesnut
Assistant Secretary

5/3/13
(Date)

"No corporate seal."

STATE OF VERMONT
COUNTY OF WINDSOR

On 5/3/13, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Assistant Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



Notary Public

2-10-15

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT _____, proposed subconsultant _____, hereby certifies that it has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Advance Transit, Inc.

(Company)

By: _____

President

(Title)

Date: May 3, 2013

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the President and duly-authorized representative of the firm of Advance Transit, Inc., and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

May 3, 2013
(Date)


(Signature)

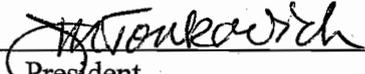
IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

Consultant

CONSULTANT

Dated: May 3, 2013

By: 
President

Department of Transportation

THE STATE OF NEW HAMPSHIRE

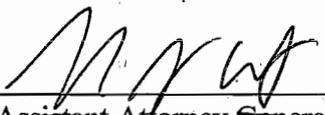
Dated: 5/10/13

By: 
William J. Cass, P.E.
Director of Project Development
NHDOT
Commissioner, NHDOT

Attorney General

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 5/21/13

By: 
Assistant Attorney General
John J. Conforti

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _____ approved this AGREEMENT.

Dated: _____

Attest:
By: _____
Secretary of State

NON-DISCRIMINATION ASSURANCES

The **AGENCY TITLE** (hereinafter referred to as the "RECIPIENT") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights ACT of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4, U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal REGULATIONS, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights ACT of 1964 (hereinafter referred to as the REGULATIONS) and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or Activity for which the RECIPIENT receives Federal financial assistance from the Department of Transportation, including the Federal Highway and Federal Transit Administrations, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically and without limiting the above general assurance, the RECIPIENT hereby gives the following specific assurances with respect to its UNIFIED PLANNING WORK PROGRAM:

1. That the RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That the RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS and made in connection with the UNIFIED PLANNING WORK PROGRAM and, in adapted form in all proposals for negotiated agreements:

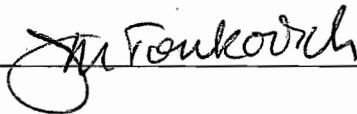
The AGENCY TITLE, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age, disability, or religion in consideration for an award.

3. That the RECIPIENT shall insert the clauses of Appendix A of this assurance in every contract subject to this ACT and the REGULATIONS.
4. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the RECIPIENT or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the RECIPIENT retains ownership or possession of the property.
5. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the RECIPIENT or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the RECIPIENT retains ownership or possession of the property.

6. The RECIPIENT shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to the ACT, the REGULATIONS, and this assurance.
7. The RECIPIENT agrees that the United States and the State of New Hampshire have the right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, agreements, property, discounts or other Federal financial assistance extended after the date hereof to the RECIPIENT by the State, acting for the U.S. Department of Transportation UNDER THE UNIFIED PLANNING WORK PROGRAM and is binding on the RECIPIENT, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest and other participants in the UNIFIED PLANNING WORK PROGRAM.

The person below is authorized to sign these assurances on behalf of the RECIPIENT:

Signature  Date: May 3, 2013

Name/Title James Tonkovich, President

Attachments: Appendix A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

(1) Compliance with Regulations: The CONTRACTOR shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color, national origin, sex, religion, age, or disability.

(4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RECIPIENT or the New Hampshire Department of Transportation to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the RECIPIENT or the New Hampshire Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this agreement, the RECIPIENT shall impose such contract sanctions as it or the New Hampshire Department of Transportation may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the RECIPIENT or the New Hampshire Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, the CONTRACTOR may request the RECIPIENT to enter into such litigation to protect the interests of the RECIPIENT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Federal Regulations Compliance Assurance

The **AGENCY TITLE** (hereinafter referred to as the "SUBRECIPIENT") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the NH Department of Transportation it will comply with all Federal Regulations and State Law pertaining to administrative and programmatic requirements.

More specifically and without limiting the above general assurance, the SUBRECIPIENT hereby gives the following specific assurances with respect to its UNIFIED PLANNING WORK PROGRAM:

1. The Subrecipient acknowledges and agrees the NH Department of Transportation, as the direct recipient of FHWA Planning Funds, assumes the responsibility from FHWA to ensure the subrecipient complies with Federal Laws and Regulations and State Law.
2. The Subrecipient acknowledges the definition of Planning Funds is as follows: According to 23 CFR 420.103, "FHWA planning and research funds include: (1) State planning and research (SPR) funds for activities authorized under 23 USC 505; (2) Metropolitan planning (PL) funds authorized under 23 USC 104(f) to carry out the provisions of 23 USC 134. Activities performed using these funds are subject to all the requirements of 23 CFR 420.
3. The Subrecipient acknowledges that in order to contract with the state and receive federal funds, all MPOs must develop a Unified Planning Work Program (UPWP), as defined by 23 CFR 450.201. FHWA and FTA jointly approve the MPOs UPWPs. The rural RPCs UPWPs are approved by FHWA as part of the Departments Statewide Planning & Research Part 1 work program. All Rural Planning Commissions must develop a Unified Planning Work Program (UPWP) in order to contract with the state.
4. The Subrecipient acknowledges that prior approval for work is required. The RPC must obtain approval and authorization from NH Department of Transportation prior to any commencement of work.
5. The Subrecipient agrees to comply with 23 CFR 420.113 and 49 CFR 18.22 pertaining to the eligibility and allowability of costs. Any costs not contained in an approved UPWP and contract are considered ineligible.
6. The Subrecipient agrees to comply with 49 CFR 18.20 to maintain standards for financial management systems.
7. The Subrecipient agrees to comply with the requirements of 23 CFR 420.119 fiscal requirements.
8. The Subrecipient agrees to that the period of availability of funds coincides with the executed contract.
9. The Subrecipient agrees to comply with the requirements of 49 CFR 18.40 Monitoring and reporting program performance.
10. The Subrecipient agrees to comply with the requirements of 49 CFR 18.41 Financial reporting.
11. The Subrecipient agrees to comply with the requirements of 49 CFR 18.42 Retention and access requirements for records.
12. The Subrecipient agrees to comply with the requirements of 49 CFR 18.36 Procurement.

13. The Subrecipient agrees to comply with the requirements of 49 CFR 18.25 Program income.
14. The Subrecipient agrees the Department and FHWA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
15. The Subrecipient agrees to comply with the provisions of 49 CFR 18.43 Enforcement.
16. In accordance with 49 CFR 18.32(f), the Subrecipient must submit an inventory of all property purchased with federal funds for which it is accountable and dispose of equipment according to State Law.
17. The Subrecipient agrees to comply with the provisions of 49 CFR 18.50 Closeout.
18. The Subrecipient understands and must comply with the provisions of 49 CFR 18.51 Later disallowances and adjustments.
19. The Subrecipient agrees to comply with the provisions of 49 CFR 18.26 Non-Federal Audits.
20. The Subrecipient agrees to comply with the requirements of 2 CFR 225.
21. The Subrecipient agrees to comply with standards and requirements set forth in the NH Department's Administration of Planning Funds guidebook. The Subrecipient understands that the NH Department's Administration of Planning Funds guidebook constitutes part of the grant agreement.
22. The Subrecipient understands and agrees that allowable membership dues will be included as indirect costs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, agreements, property, discounts or other Federal financial assistance extended after the date hereof to the RECIPIENT by the State, acting for the U.S. Department of Transportation UNDER THE UNIFIED PLANNING WORK PROGRAM and is binding on the RECIPIENT, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest and other participants in the UNIFIED PLANNING WORK PROGRAM.

The person below is authorized to sign these assurances on behalf of the SUBRECIPIENT:

Signature  Date: May 3, 2013

Name/Title James Tonkovich, President



CERTIFICATE OF LIABILITY INSURANCE

RECEIVED
7/30/12

OP ID: AL

DATE (MM/DD/YYYY)

07/26/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Jake Obar	802-295-3329	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ADVAN01	FAX (A/C, No):
	802-296-6126	INSURER(S) AFFORDING COVERAGE	
INSURED Advance Transit Inc Carol Hardy PO Box 1027 Wilder, VT 05088	INSURER A: Travelers Insurance Company		NAIC # 36137
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

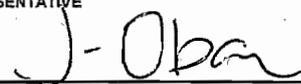
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	H-660-2559R539	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BA-2599R746	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CUP-2559R539	07/01/12	07/01/13	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0					AGGREGATE \$ 4,000,000 \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	HCUB3385M68712	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Workers Compensation Statutory Coverage applies in VT, no excluded officers. Certificate Holder is named Loss Payee and Additional Insured with respect to Auto Liability and General Liability for the attached vehicles. See attached summary of vehicles.
E-mail: CHardy@advancetransit.com

COPY

CERTIFICATE HOLDER NHDOT New Hampshire Department of Transportation Bureau of Rail and Transit PO Box 483 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jake Obar 



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER

gsc
June 22, 2011
Agenda # 362

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Commissioner's Office
May 10, 2011

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Transportation to enter into a contract with Advance-Transit, Inc. (Vendor # 166573), Wilder, VT, in the amount of \$221,600 to undertake transportation planning and rideshare activities from July 1, 2011, or the date of Governor and Council approval, whichever is later, through June 30, 2013. (100% Federal Funds)

Funds in Fiscal Years 2012 and 2013, in account SPR Planning are contingent upon the availability and continued appropriation of funds as follows:

04-96-96- 962015-3022 SPR Planning Funds	<u>FY 2012</u>	<u>FY 2013</u>
072-500575 Grants to Non-Profits-Federal	\$109,800	\$111,800

Explanation

The Bureau of Rail & Transit, as it does with all its other Federal Transit Administration (FTA) grant programs, conducts a regular (annually or biennially) competitive solicitation for Statewide Planning & Research Program funds for planning and technical activities pertinent to public transportation systems. This solicitation allows the limited funds to respond to the actual planning needs and fund larger projects than a formula-based allocation would. This competitive solicitation allows the Department to help address actual transit planning needs as identified by eligible subrecipients, who according to FTA Circular 8100.1C are MPOs, local governmental authorities, and operators of public transportation systems. After project evaluation and selection, FTA Statewide Planning & Research Program funds are transferred to FHWA and administered as Consolidated Planning Grants to allow for: (1) simplified contracting by the Department, (2) simplified work activity, accounting and billing by the subrecipients that also usually are

subrecipients of other FHWA funds, and (3) the "Lead Grant Agency" (FHWA) to have responsibility for day-to-day grant program support activities.

The NH Department of Transportation released a public notice requesting proposals to conduct the transit planning activities from interested transit providers and Regional Planning Commissions. The Department has approved these project awards using a competitive application process. Project applicants were required to submit a letter of interest in advance of the project application. NHDOT released a two-year project solicitation on January 5, 2011 and distributed directly to NH public transit providers and RPC/MPOs via email. NHDOT also listed the project solicitation on Bureau of Rail & Transit's funding webpage (with all other transit-related funding opportunities) and announced project solicitation at several meetings with potential applicants. Applications were submitted to the New Hampshire Department of Transportation (NHDOT) Bureau of Rail and Transit. The Department received proposals from the following: Advance Transit of Wilder, VT; Central NH Planning Commission, of Concord, NH; Cooperative Alliance for Seacoast Transportation, of Dover, NH; Southern NH Planning Commission, of Manchester, NH; Southwest Region Planning Commission, of Keene, NH; Upper Valley Lake Sunapee Regional Planning Commission, of Lebanon, NH; and Rockingham Planning Commission, of Exeter, NH. Staff from the Department's Bureaus of Rail and Transit and Planning and Community Assistance scored the application using published criteria including eligibility, public support, sustainability, and benefit to the transportation system. Projects were ranked according to their score. Each vendor met the requirements of the application process, but funding was not available for all requests. In lieu of rejecting one project, original request amounts were pared down to match available funding, allowing each vendor to provide rideshare services in their respective areas. The successful Regional Planning Commission applications have been incorporated into their respective two-year planning contracts as part of their scope of work.

Advance Transit, Inc. is a private, nonprofit organization, which provides coordinated public transportation and rideshare services. Under this agreement, Advance Transit, Inc. will administer the Upper Valley Rideshare Program, compile statistical data, perform outreach activities to increase transportation and employment options for residents and employers in the region, create a transit development plan, and conduction a fare policy study.

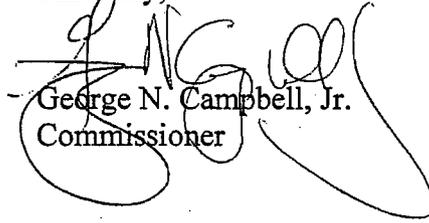
The Advance Transit, Inc can accomplish this work for a total fee not to exceed \$277,000. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion (\$221,600) is Federal Aid (involving Statewide Planning & Research SPR funds) with additional (\$55,400) local funds (provided by Advance Transit, Inc).

Plann
Adv

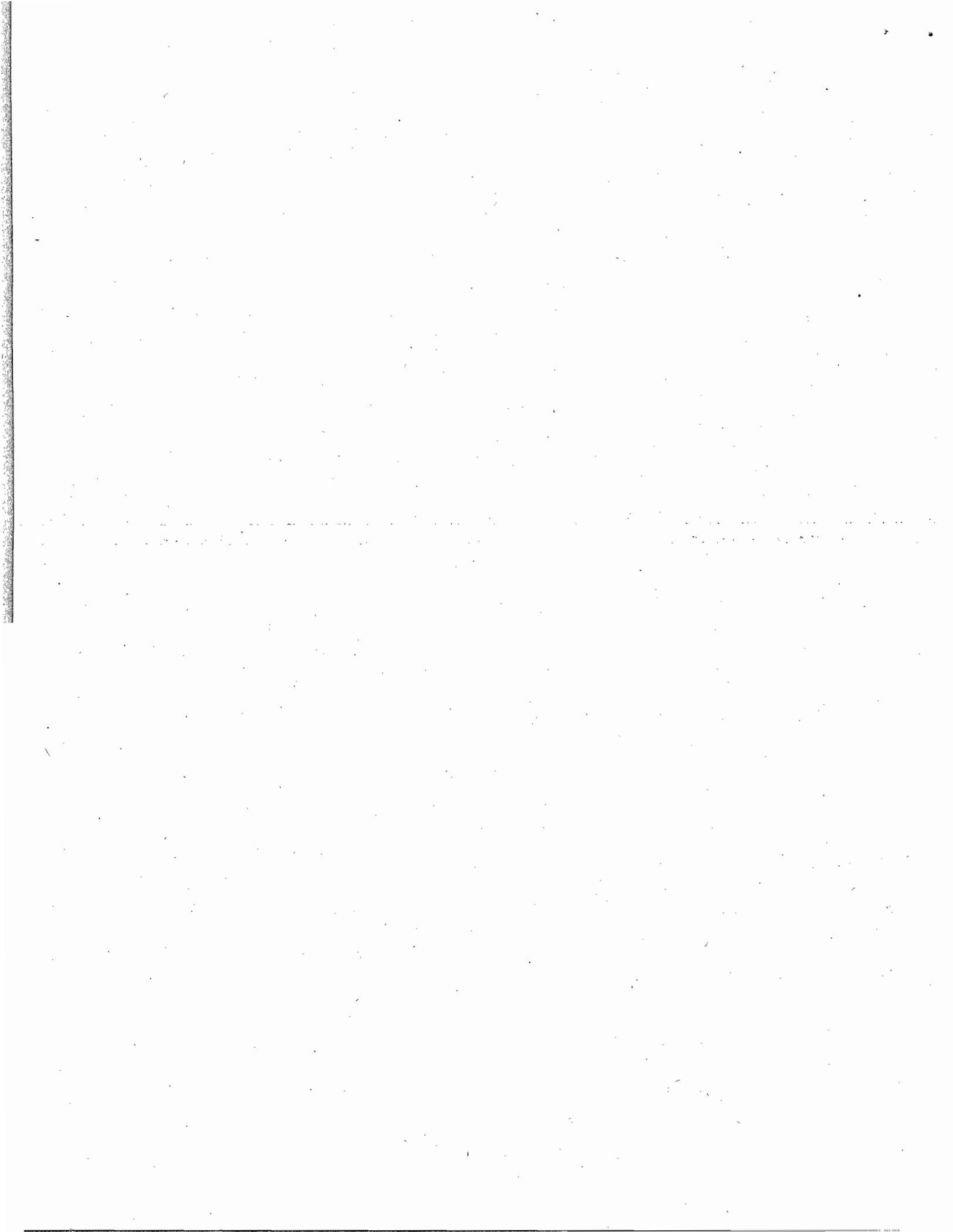
Planning Services Agreement
Advance Transit, Inc.
X-1740
Page 3

The Attorney General has approved this Agreement as to form and execution. Funding for FY 2012 and FY 2013 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and, subsequent to Governor and Council approval, will be on file at the Department of Transportation. It is respectfully requested that authority be given to enter into an Agreement for professional services as detailed in the Requested Resolution.

Sincerely,



George N. Campbell, Jr.
Commissioner





THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



G&C

November 30, 2011

Agenda #102

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

DAVID J. BRILLHART, P.E.
ASSISTANT COMMISSIONER

Commissioner's Office
October 7, 2011

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Transportation to enter into a contract amendment, Contract #4001382, with Advance Transit, Inc. (Vendor # 166573), Wilder, VT, by increasing the amount by \$30,400 from \$221,600 to \$252,000 for a transit fare policy/technology study, effective upon Governor and Council approval through June 30, 2013. (100% Federal Funds)

Funding is available as follows:

04-96-96- 962015-3022 SPR Planning Funds	<u>FY 2012</u>	<u>FY 2013</u>
046-500464 Gen. Consultants - Non - Benefit	\$15,200	\$15,200

Explanation

Governor and Council originally approved this contract with the Advance Transit, Inc. on June 22, 2011 as item #362.

The original contract should have included funds to develop transit fare recommendations and specifications, and the development of a final report of the fare policy/technology study. This amendment adds this work that was inadvertently overlooked in the original contract documents.

Advance Transit, Inc. is a private, nonprofit organization, which provides coordinated public transportation and rideshare services. Under this agreement, Advance Transit, Inc. will administer the Upper Valley Rideshare Program, compile statistical data, perform outreach activities to increase transportation and employment options for residents and employers in the region, create a transit development plan, and conduction a fare policy study.

The Advance Transit, Inc can accomplish this work for a fee not to exceed \$38,000. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local

Planning Services Amended Agreement
Advance Transit, Inc.

X-1740

Page 2

funds. The Federal portion (\$30,400) is Federal Aid (involving Statewide Planning & Research SPR funds) with additional (\$7,600) local funds (provided by Advance Transit, Inc).

The Attorney General has approved this Agreement as to form and execution. Funding for FY 2012 and FY 2013 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and, subsequent to Governor and Council approval, will be on file at the Department of Transportation. It is respectfully requested that authority be given to enter into an Agreement for professional services as detailed in the Requested Resolution.

Sincerely,



Christopher D. Clement Sr.
Commissioner