



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance
May 8, 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 with the Advance Transit, Inc. (Vendor # 166573), Wilder, VT, in the amount of \$52,560 to undertake certain transportation related planning activities from July 1, 2013, or the date of Governor and Council approval, whichever is later, through June 30, 2014. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2014 as follows:

04-96-96-962015-3022	<u>FY 2014</u>
SPR Planning Funds	
072-500575 Grants to Non-Profits-Federal	\$52,560

EXPLANATION

The Bureau of Rail & Transit, as it does with all its other Federal Transit Administration (FTA) grant programs, conducts a regular biennially competitive solicitation for Statewide Planning & Research Program funds for planning and technical activities pertinent to public transportation systems. This solicitation allows these limited funds to respond to actual planning needs and to 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 November 6, 2012 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, due date December 11, 2012. The Department received proposals from the following: Advance Transit of Wilder, VT and North Country Council of Bethlehem, NH. Staff from the Department's Bureaus of Rail and Transit and Planning and Community Assistance scored the applications using published criteria including eligibility, public support, sustainability, and benefit to the transportation system. The projects were ranked according to their score. Each vendor met the requirements of the application process, and were awarded funding. The North Country Council application has been incorporated into their two-year planning contract as part of the scope of work.

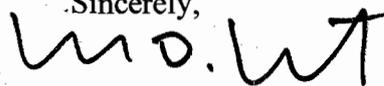
Advance Transit, Inc. is a private, nonprofit organization. Under this agreement, Advance Transit, Inc. will conduct a Traffic Signal Priority Study for the Upper Valley, reviewing existing technologies, assessing interoperability, and analyzing impact on transit travel time.

Advance Transit, Inc. can accomplish this work for a total fee not to exceed \$65,700. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion, 100%, (\$52,560.00) is Federal Aid (involving Statewide Planning & Research SPR funds) with additional (\$13,140.00) local funds (collected by Advance Transit, Inc. to be applied towards total cost).

The Contract has been approved by the Attorney General as to form and execution, and funding for each fiscal year is contingent upon the availability and continued appropriations 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 a Contract for professional services as detailed in the Requested Resolution.

Sincerely,



Christopher D. Clement, Sr.
Commissioner

BUREAU OF PLANNING & COMMUNITY ASSISTANCE
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**BUREAU OF PLANNING & COMMUNITY ASSISTANCE CONTRACT
FOR PLANNING SERVICES**

PREAMBLE

THIS AGREEMENT made by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Advance Transit, Inc., with principal place of business at 120 Billings Farm Road, PO Box 1027, in the City of Wilder, State of Vermont, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes Advance Transit, Inc. conduct a traffic signal priority study.

The DEPARTMENT requires planning services to complete the tasks set forth in the attached scope of work.

ARTICLE I

ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. LOCATION AND DESCRIPTION OF PROJECT

All communities in the Upper Valley Region served by Advance Transit, Inc..

B. SCOPE OF WORK

As described in the attached scope of work which forms a part of the AGREEMENT.

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish to the CONSULTANT data and/or records pertinent to the work to be performed.

D. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The CONSULTANT shall complete these services without delay unless unable to do so for causes not under the CONSULTANT'S control.



Advance Transit, Inc.

Ride with Us!

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

December 10, 2012

Shelley Winters, Public Transit Administrator
New Hampshire Department of Transportation
Bureau of Rail & Transit
John O. Morton Building, 7 Hazen Drive
P.O. Box 483
Concord, New Hampshire 03302-0483

Dear Shelley,

I am very pleased to submit the enclosed application for FTA Section 5305 planning funds to enable a Traffic Signal Priority Study for the Upper Valley.

I look forward to discussing the proposal with you. Please let me know if you have any questions or need any additional information.

Thank you for your consideration.

Sincerely,

Van Chesnut
Executive Director

Upper Valley Traffic Signal Priority Study
Proposed Scope of Work

1. Project Kick-Off
 - a. Development of Steering Committee
 - i. Advance Transit
 - ii. NHDOT
 - iii. DHMC
 - iv. Town of Hanover DPW
 - v. City of Lebanon DPW
 - vi. Muni Fire Depts
 - vii. Muni Police Depts
 - viii. UVLSRPC
 - b. Development of Project Goals & Objectives
2. Technology scan—
 - a. review of existing technologies, products, and models
 - b. probable future technological enhancements
 - c. discussion of interoperability with
 - i. various models of signal controllers
 - ii. emergency pre-emption
 - iii. interaction between emergency pre-emption and transit priority
 - d. encoded vs. unencoded systems
3. Analysis: impact on transit travel time, by route (specify which routes or the number of routes to be analyzed); analysis of impact on general traffic, impacts on time saving for emergency vehicles and related life saving benefits.
4. Determination of Feasibility
 - a. Cost, implementation and ongoing maintenance
 - i. Acquisition
 - ii. Replacement parts
 - iii. Maintenance agreements
 - iv. Joint procurement opportunities
 - b. Transportation impacts (transit and traffic)
 - c. Community Acceptance – meetings with Selectboards/City Council, Communications with stakeholders, interested parties
 - d. Implementation Plan
5. Institutional issues:
 - a. Determination of lead agency
 - b. Coordination with municipalities
 - c. public safety (i.e. municipal fire and police departments);
 - d. consistency with state or regional ITS architecture, research if any existing regulations or statutes
 - e. roles and responsibilities
6. Development of Transit Signal Priority Standard and/or Policy
7. Recommendations, Next Steps

Upper Valley Traffic Signal Priority Study

Project Justification

Advance Transit is second only to UNH in terms of annual transit ridership in the State of New Hampshire. AT serves the greater Lebanon micropolitan area which includes Hanover, New Hampshire, Dartmouth College, and the Dartmouth-Hitchcock Medical Center, the latter being the second largest employer in the state. Development in this economically robust region is straining the capacity of existing transportation infrastructure. The level of service (LOS) at many intersections is at or near F for many intersections. Queues are backing up onto the Interstate 89 travel way during the AM peak hour. Morning commuters are again queuing up at I-89 Exit 18. Fortunately, transit ridership is continually growing and is becoming increasingly important as one of the few available options to increase the capacity of existing transportation infrastructure. (AT provided 870,000 passenger trips in FY 2012.)

Increasing ridership as well as increasing traffic delays is placing strain on transit schedules, particularly on the Blue Route that serves the Route 120 corridor between Lebanon and Hanover. Over time, schedule reliability will degrade and the cost of providing a given level of service will increase due to time delays. Traffic signal priority can provide an effective tool to improve transit schedules by decreasing delay and improving on-time reliability for transit commuters. Traffic signal priority for buses, done right, can improve travel times for commuters and can be coordinated such that emergency vehicles always have priority. Coordination of the planning and management of traffic signals among multiple political jurisdictions, particularly along corridors such as New Hampshire's Route 120 in Hanover and Lebanon can help to improve traffic management further.

The steering committee for this project will consist of interested stakeholders will include the planning, police, fire, and public works for the Town of Hanover, The City of Lebanon, NHDOT, Upper Valley Lake Sunapee Regional Planning Commission, the Dartmouth-Hitchcock Medical Center and the Upper valley Transportation Management Association will be invited to participate as well. Advance Transit's Executive Director, Van Chesnut will serve as the project manager and Advance Transit will provide the local matching funds for the project. In 1997 Van was selected by the Federal Transit Administration to be a member of International Transit Studies Program. The study team was to visit small cities in Switzerland, Germany, Austria, Belgium and the Netherlands that had all made significant advances in increasing transit system operations and ridership as part of an effective traffic management strategy. A common thread was the use of traffic signal priority for transit buses.

Since 1997 the use of traffic signal priority and pre-emption technology has become more commonly used in the U.S. The Chittenden County Transit Authority is currently in the process of deploying TSP for its buses following an evaluative study published by the CCMPO in 2006. Despite the existence of differing traffic signal technologies and manufacturers, a regional consensus was reached and a standard for future traffic signal technology was agreed upon by a variety of municipal stakeholders within the region.

Project Schedule

The project will commence with six months of notice of award (pending Governor and Council approval) and will be completed within 12 months of commencement.

Upper Valley Traffic Signal Priority Study

Illustrative Project Budget

	Senior Project Manager \$120.00	Engineer \$85.00	Junior Technical Analyst II \$75.00	Junior Technical Analyst I \$65.00	Total Hrs/Task	\$/Task
1. Admin/Project Mgt/Steering Committee Mgt.						
Scope	2				2	\$240.00
Client & DPW Meetings	2	4			6	\$580.00
Project Kick-Off	4	4			8	\$820.00
Internal Meetings	4	4	4	4	16	\$1,380.00
Steering Committee Assembly/Management/Meetings (3)	32	16			48	\$5,200.00
SUBTOTAL	44	28	4	4	80	\$8,220.00
2. Technology Scan						
Previous Study Review	4				4	\$480.00
Review of Technologies	24	8			32	\$3,560.00
Interoperability Issues	16	4			20	\$2,260.00
Integration with Existing Signal Control Tech.	8				8	\$960.00
SUBTOTAL	52	12	0	0	64	\$7,260.00
3. Analysis of Benefits (travel time, delay, reliability)						
Microsimulation, 2 Sample Routes	32	60	60	60	212	\$17,340.00
Quantification of Benefits	16	24	24		64	\$5,760.00
Estimation of System-Wide Benefits	8	4	8	8	28	\$2,420.00
SUBTOTAL	56	88	92	68	304	\$25,520.00
4. Determination of Feasibility						
Cost, Implementation, Ongoing Maintenance	8	24	8		40	\$3,600.00
Transportation Impacts (largely from Task 3)		8			8	\$680.00
Community Acceptance	8				8	\$960.00
Joint Procurement opportunities	8	8			16	\$1,640.00
SUBTOTAL	24	40	8	0	72	\$6,880.00
5. Institutional Issues						
Determination of Lead Agency	8				8	\$960.00
Coordination with Municipalities	8				8	\$960.00
Coordination with Public Safety	8	4			12	\$1,300.00
Consistency with Applicable ITS Infrastructure	4	4			8	\$820.00
Roles & Responsibilities	8				8	\$960.00
SUBTOTAL	36	8	0	0	44	\$5,000.00
6. Development of Standards/Policies/Recommended Next Steps						
Policies/Standards	8	8			16	\$1,640.00
Recommendations/Next Steps	16	16	16		48	\$4,480.00
Draft and Final Reports	24	16	16	16	72	\$6,480.00
SUBTOTAL	48	40	32	16	136	\$12,600.00
8. Expenses						
Subcontractor Fees	Rate		Independent Variable			
Travel Reimbursement	\$0.00	per hour	0	hours	-	\$0.00
Rental Car	\$0.550	per mile	400	miles	-	\$220.00
Hotel	\$0.00	per day	0	days	-	\$0.00
Meals	\$0.00	per night	0	nights	-	\$0.00
Other Travel	-	per meal	0	meals	-	\$0.00
Phone	-		-		-	\$0.00
Postage	-		-		-	\$0.00
SUBTOTAL	-		-		-	\$220.00
Total Labor	260	216	136	88	700	\$65,480.00
Total Expenses	-	-	-	-	-	\$220.00

TOTAL PROJECT COST **\$65,700.00**

Advance Transit has the local matching funds available in cash.

80% federal share **\$52,560**

20% local match **\$13,140**

195 North Main Street
White River Junction, VT 05001
802 291 9011 x111
vitalcommunities.org/transport

Upper Valley Transportation Management Association

Members

Towns

Enfield • Hanover • Hartford
Lebanon • Norwich

Major Employers

The Co-Op Food Stores
Creare
Dartmouth-Hitchcock
Medical Center
Dartmouth College
Hypertherm
King Arthur Flour
Kendal at Hanover
Mascoma Savings Bank

School Districts

Dresden • Lebanon

Planning Consultants

SVE Associates
Resource Systems Group

Regional Planning

Commissions
Upper Valley • Lake Sunapee
Two Rivers Ottawaquechee
South Windsor County

Transit Providers

Advance Transit • Community
Transportation Services
Connecticut River Transit
Stagecoach

Greater Lebanon Chamber
of Commerce

The UVTMA is a Partner of
Vital Communities

Shelley Winters
New Hampshire Department of Transportation
Bureau of Rail and Transit
Concord, NH 03302

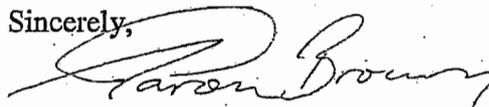
December 6, 2012

Dear Ms. Winters,

The Upper Valley Transportation Management Association (TMA) supports Advance Transit's application for its Upper Valley Traffic Signal Priority Study. This proposed work could have major benefits for transit operations – and transportation efficiency in general – in our region. Improved signalization can reduce traffic delay times, thereby saving fuel and improving traffic safety at our busiest intersections. As transit becomes a more efficient option for residents, it is likely that more people will choose to leave their cars at home and take advantage of our bus system. Additionally, traffic signal prioritization could provide significant benefits to hospitals in the form of reduced travel times for emergency vehicles.

Please let me know if I can provide you with additional information.

Sincerely,



Aaron Brown



CITY OF LEBANON ~ PLANNING OFFICE

December 7, 2012

Ms. Shelley Winters
NHDOT Bureau of Rail and Transit
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

Re: Advance Transit- Proposed Transit Signal Priority Study

Dear Ms. Winters:

I am writing to you, on behalf of the City of Lebanon, to express our support and commitment to Advance Transit's proposed Transit Signal Priority Study. Advance Transit has been a steadfast ally in improving transportation and quality of life in Lebanon, and this study will contribute to both ends.

The City of Lebanon, as with many New Hampshire cities and towns, is greatly limited by available rights-of-way for conveying all forms of traffic, providing access and facilitating emergency services. This study should help us use this limited resource in the smartest way, ensuring better emergency services when needed and improving our ability to move people where they need to go. Advance Transit has been coordinating with the City, individual City departments and the region and has put together what we feel is a thoughtful, useful study.

In short, the City of Lebanon wholeheartedly supports the Advance Transit's proposed Transit Signal Priority Study. We thank you for your consideration. Please do not hesitate to contact me (448-1457 or andrew.gast-bray@lebcity.com), if you have any questions or require further information.

Sincerely,

Andrew Gast-Bray, Ph.D., AICP, CNU-A
Director of Planning and Zoning
City of Lebanon, NH

Cc: Greg Lewis, City Manager



LEBANON FIRE DEPARTMENT

12 South Park Street
Lebanon, NH 03766

Phone: 603-448-8810
FAX: 603-448-8811
Email: fire@lebcity.com

December 10, 2012

Ms. Shelley Winters
NHDOT Bureau of Rail and Transit
7 Hazen Drive
PO Box 483
Concord, NH 03302-0483

Re: Advanced Transit – proposed Signal Priority Study

Dear Ms. Winters:

I am writing in support of Advanced Transit's application for funding to study the use of traffic signal interruption for use in mass transit in Hanover and Lebanon. As a public safety agency we are particularly interested in how the current system could be improved, not only for mass transit but most importantly for emergency vehicle response. This is of great concern as our community continues to grow with a significant increase in commuter traffic.

Once again we support this proposed Transit Signal Priority Study. If you have further questions please feel free to contact me at (603) 448-8810.

Sincerely,

Chris Christopoulos, Jr., CFO
Fire Chief-EMD

Cc: Greg Lewis, City Manager
Van Chestnut, Advanced Transit



Upper Valley Lake Sunapee
Regional Planning Commission

December 10, 2012

Ms. Shelley Winters
NHDOT Bureau of Rail and Transit
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

Re: Advance Transit- Proposed Transit Signal Priority Study

Dear Shelley,

I am writing in strong support of Advance Transit's FTA Section 5305(e) application to conduct a Transit Signal Priority Study for the Upper Valley region. As you know, there is a robust base of research documenting that the implementation of Transit Signal Priority systems can make transit service more reliable and cost effective in congested areas.

While Advance Transit's fixed-route ridership continues to grow steadily, so does congestion on our region's key employment corridors, including NH Route 120 in Lebanon and Hanover. Queues at Interstate 89 Exit 18 are now backing on to the interstate travel way during peak hours, and the Level of Service of many signalized intersections in the NH Route 120 Corridor are at or approaching "F". The continued development of frequent, reliable fixed-route public transportation services helps our region maximize existing infrastructure capacity by providing a viable alternative to single-occupant vehicle commuting. The implementation of a Transit Signal Priority system can help to maintain the schedule reliability of Advance Transit's fixed-route services, while providing the incentive of improved travel times for commuters.

The NH Route 120 Corridor is jurisdictionally complex (with segments of the Corridor maintained by the City of Lebanon, Town of Hanover, and NHDOT District II). However, I believe there is strong consensus among local, regional, and statewide stakeholders that technological advances, like Transit Signal Priority, that have the potential to complement our region's public transportation system while maximizing the existing capacity of the NH Route 120 Corridor should be studied and, if feasible, implemented.

Please feel free to contact me with any questions about this correspondence at (603) 448-1680 or nmiller@uvlsrpc.org. I look forward to the potential of working with the NHDOT, Advance Transit, the City of Lebanon, and the Town of Hanover to study and implement a Transit Signal Priority system.

Respectfully Submitted,

Nathan Miller, AICP
Planning Director



December 10, 2012

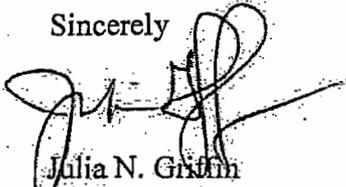
Van Chestnut
Executive Director
Advance Transit
120 Billings Farm Road
Wilder, VT 05088

Dear Van:

The Town of Hanover wholeheartedly supports the efforts of Advance Transit to study ways to increase the efficiency of service provided to the public, increase ridership and reduce energy consumption. The Town is confident that a thorough study of vehicular flow, including traffic signal preemption, signal upgrades, signal timing, and coordination between signals, will result in identification of steps which will benefit all roadway users. We recognize that the Town could do more to facilitate efficient vehicle flow but in this period of reduced state and federal funding, we have simply not been able to tackle some of the signal synchronization work that we know is needed.

We pledge to support Advance Transit's work on this important issue.

Sincerely



Julia N. Griffin
Town Manager

cc: Board of Selectmen



Dartmouth-Hitchcock Medical Center
One Medical Center Drive
Lebanon, NH 03756-0001
Phone (603) 650-7896
Fax (603) 650-4144
Dartmouth-Hitchcock.org

December 11, 2012

Van Chestnut
Advance Transit
120 Billings Farm Road
Wilder, VT 05088

Dear Van,

I am providing this letter in support of the traffic signal priority study. In review of the purpose of the study I think it could increase the effectiveness of transit service and facilitate traffic control. Additionally as it impacts the coordination of emergency vehicles and access to our hospital it could positively impact patient care and the response to emergencies in our communities.

I look forward to the opportunity to join community and transit partners in the successful implementation and conclusion to the study.

Sincerely,

Dan Dahmen, CPP
Director Safety and Security
Dartmouth-Hitchcock Medical Center

ARTICLE I

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all major task categories of the mutually agreed upon SCOPE OF WORK. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT, based on both percentage of funding spent and on percentage of work actually completed, and a narrative explanation of each major task progress. These monthly progress reports must accompany invoices for payment in order for reimbursement to occur.

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

Reports, plans, and documents shall be submitted to the DEPARTMENT in accordance with the schedule outlined in the attached work program.

F. DATE OF COMPLETION

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

ARTICLE II

ARTICLE II - COMPENSATION OF CONSULTANT FOR SPECIFIC RATES OF PAY

The work required under the terms of this AGREEMENT shall be paid for in accordance with the following schedule and stipulations:

A. GENERAL FEE

The cost of all work and expenses under this AGREEMENT is \$65,700.00, representing the total amount. Funds are available through a Federal Highway Administration (FHWA) Consolidated Planning Grant (CPG). Of the \$65,700.00 fee, 80% (\$52,560.00) will be reimbursed from the SPR Planning Appropriation Account, and 20% (\$13,140.00) from Advance Transit, Inc. (The CONSULTANT shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$52,560.00 total reimbursable amount).

B. SALARY, BENEFITS AND INDIRECT COSTS

As agreed to between the Department and the CONSULTANT, the CONSULTANT, is to provide the information on salaries of all employees at the beginning of the contract or when any changes occur during the contract period.

The rates of all personnel working on the project, shall be provided to the DEPARTMENT at the beginning of the STATE fiscal year. Any salary increase as a result of salary adjustments of existing personnel or new hire during the contract period shall be reported to the DEPARTMENT within thirty (30) days.

All actual salaries and reasonable increases thereof paid to technical or other employees assigned to this project shall be the result of a CONSULTANT-wide evaluation of all employees and shall not be restricted to employees assigned to this project. Any overtime required for this project shall have the prior written approval of the DEPARTMENT

All charges attributed to personnel costs namely, employee benefits, payroll taxes and proportionate share of indirect costs shall be used in billing for all work done under this AGREEMENT.

ARTICLE II

Employee benefits shall include holiday, sick and vacation pay, CONSULTANT's share of group medical and dental premiums, the CONSULTANT's share of long and short-term disability insurance premiums if applicable, and the CONSULTANT's share of retirement benefits, if applicable.

Payroll taxes shall include the employer's share of FICA.

The preceding costs may be applied to only straight time and overtime. The amounts shall be based on actual costs to the CONSULTANT for such items during the period of the agreement and those allowable in accordance with the applicable cost principles contained in 2 CFR, Part 215 Indirect Cost Rate Proposals shall be submitted annually, in accordance with 2 CFR, Part 215. If the annual indirect cost rate is not submitted within the timeframes specified in 2 CFR, Part 215, the Department, as provided in 2 CFR, Part 215, will set the indirect cost rate for the CONSULTANT.

Actual salaries paid and percentage factor shall be used until such time as true costs of salary burden and overhead are fixed by audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by audit for the period in which the work was performed, as approved by the DEPARTMENT.

C. DIRECT EXPENSES

Reimbursement for direct expenses includes work such as but not limited to field survey, purchase of computer, purchase of software and maintenance services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Travel Regulations (41 CFR 300 – 304). Mileage and per diem costs above those allowed in the Federal Travel Regulations shall be subject to prior approval by the DEPARTMENT. For training expenses to be reimbursed, they must be listed in the SCOPE OF WORK scope of work, pre-approved by the DEPARTMENT, and are

ARTICLE II

allowable under 23 CFR 260 400 – 407. Procurement methods must follow 23 CFR 420.121(j). Methods of equipment acquisition, use, and disposition must comply with 23 CFR 420.121(e) approved by the DEPARTMENT.

D. Fixed Fee

Blank

E. PAYMENTS

Payments on account of the fee for services of eligible activities defined in 23 CFR 420 & 450 rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, task-by-task bill submitted on a monthly basis by the CONSULTANT as previously discussed. Proof of payment for direct expenses must be submitted before reimbursement is allowed. If, by error or omission, an ineligible activity is contained in the approved SCOPE OF WORK, said activity may be deemed to be ineligible and expenses pertaining to the activity will be considered non-reimbursable. NHDOT and FHWA have the final determination of eligible activities.

F. RECORDS - REPORTS

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. Reports, studies, meeting minutes, plans, maps, data, and other work performed for the DEPARTMENT and/or other entities billed to this contract shall be submitted when completed. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in 2 CFR 215.

When outstanding work remains to be completed, the CONSULTANT shall submit monthly progress reports of work accomplished on a task-by-task basis in a manner satisfactory to the DEPARTMENT.

ARTICLE II

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. **HEARINGS, ETC.**

Blank

B. **CONTRACT PROPOSALS**

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ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

Blank

B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES -
INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 120 Billings Farm Road, PO Box 1027, Wilder, VT.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

2. Termination

The DEPARTMENT shall have the right for cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to

ARTICLE IV

the CONSULTANT by the DEPARTMENT. In the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to complete the tasks of the SCOPE OF WORK in a timely manner in accordance with sound professional principles and practices to the reasonable satisfaction of the DEPARTMENT or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of an occurrence of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith. In addition, the DEPARTMENT may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that all work completed with products and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

ARTICLE IV

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional Planning services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional Planning services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

F. OWNERSHIP OF PLANS

All data, plans, maps, reports and other products prepared, or undertaken either manually or electronically by the CONSULTANT, under the provisions of this AGREEMENT, are the property of the CONSULTANT and DEPARTMENT. Copies of these will be provided to the DEPARTMENT upon request. The CONSULTANT shall provide to the DEPARTMENT, or submit to its inspection, any data, plan, map, and reports which shall have been collected, prepared, or undertaken by the CONSULTANT, pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

ARTICLE IV

G. SUBLETTING

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". A copy of each subcontract regardless of cost, shall be submitted for the DEPARTMENT'S approval.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, agencies as appropriate. The CONSULTANT agrees to comply with the applicable standards and requirements set forth in the Department's Administration of Planning Funds guidebook. The CONSULTANT understands that the Department's Administration of Planning Funds guidebook constitutes part of this agreement.

I. BROKERAGE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, CONSULTANT, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, CONSULTANT, percentage, brokerage fee, gift or contingent fee.

ARTICLE IV

J. CONTRACTUAL RELATIONS

1. Independent Contractor

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of Planning services covered by this AGREEMENT.

c. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

ARTICLE IV

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

ARTICLE IV

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

K. AGREEMENT MODIFICATION

The provisions of this AGREEMENT shall not be modified without the prior approval of the Governor and Council. Modifications to the SCOPE OF WORK within the Scope of this AGREEMENT may be made by mutual written agreement between the CONSULTANT and the DEPARTMENT. It shall be the CONSULTANT'S responsibility to request a modification to the DEPARTMENT in writing for the DEPARTMENT'S consideration prior to the approval.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this agreement, it shall be the CONSULTANT'S responsibility to notify the Department in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

ARTICLE IV

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY ASSISTED PROGRAMS) COMPLIANCE

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally assisted programs of the DEPARTMENT such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT with regard to the work performed by it during the AGREEMENT shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT 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 CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit

ARTICLE IV

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and, Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in

ARTICLE IV

Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to

ARTICLE IV

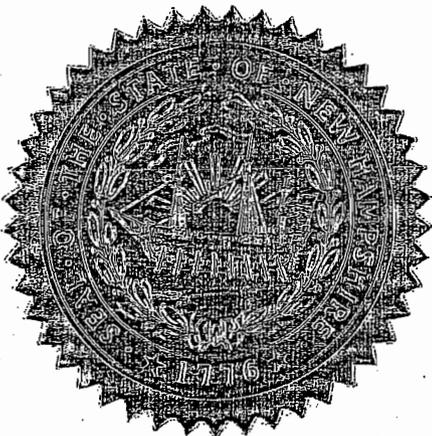
compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of agreements financed in whole or in part with Federal funds.

3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

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

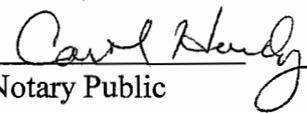
5/3/13
(Date)

"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

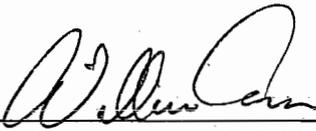
Dated: May 3, 2013

By: 
President

Department of Transportation

THE STATE OF NEW HAMPSHIRE

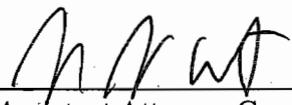
Dated: 5/10/13

By: 
William J. Cass, P.E.
Director of Project Development
NHDOT
For 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-2 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 I 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

