



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**CHRISTOPHER D. CLEMENT, SR.**  
**COMMISSIONER**

**JEFF BRILLHART, P.E.**  
**ASSISTANT COMMISSIONER**

Bureau of Planning and Community Assistance  
April 12, 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 Southern NH Planning Commission (Vendor #154521), Manchester, NH, in the amount of \$1,275,572 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, 2015. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2014 and FY 2015 as follows:

04-96-96- 962015-3022	<b><u>FY 2014</u></b>	<b><u>FY 2015</u></b>
SPR Planning Funds		
072-500575 Grants to Non-Profits-Federal	\$621,754	\$653,818

**EXPLANATION**

Southern NH Planning Commission, a designated Metropolitan Planning Organization (MPO), covers the Manchester Urbanized Area and surrounding towns. The Moving Ahead for Progress in the 21st Century (MAP-21), provides planning and transit funds for each MPO. Cooperatively, the NHDOT and the Southern NH Planning Commission have developed procedures for addressing transportation planning issues.

Southern NH Planning Commission has developed a proposal to carry out the Metropolitan Planning process as identified by 23 CFR Subpart C and USC Title 23 Section 134 and the Transit Planning process as identified in Section 5303 of the Federal Transit Act.

This contract comprises the biannual Unified Planning Work Plan (UPWP) for 2014-2015. As part of this program, Southern NH Planning Commission will prepare a comprehensive transportation plan, maintain a transportation database, and develop a regional transportation improvement program. Transportation planning work efforts will include collecting socioeconomic, transportation and roadway

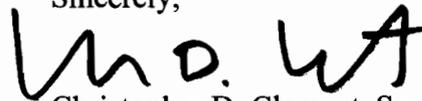
systems data, analyzing air quality issues, updating the regional transportation computer model, and providing local technical transportation assistance. Transit planning work efforts will include providing planning assistance to the Manchester Transit Authority (MTA) and the Cooperative Alliance for Regional Transportation (CART), and development of a regional transit system.

The Southern NH Planning Commission can accomplish this work for a total fee not to exceed \$1,594,462.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion (\$1,275,572.00) is Federal Aid (involving Metropolitan Planning (PL) funds) with additional (\$318,890.00) local funds (collected by Southern NH Planning Commission 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

STATE OF NH  
DEPT OF JUSTICE  
13 APR 22 AM 8:15

**BUREAU OF PLANNING & COMMUNITY ASSISTANT CONTRACT**  
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1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS  
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3. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
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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 Southern NH Planning Commission, with principal place of business at 438 Dubuque Street in the City of Manchester, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

Pursuant to 23 CFR 450 subpart C, 23 U.S.C. 134, and Section 5303 of the Federal Transit Act the Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to provide Metropolitan Planning (PL) and Federal Transit Administration (FTA) funds, as a Consolidated Planning Grant (CPG), to the COMMISSION for carrying out the comprehensive, cooperative and continuing transportation planning process in all of its jurisdictions.

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

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 COMMISSION, who agrees to fulfill requirements for metropolitan planning in the Manchester area as set forth in the Unified Planning Work Program (UPWP).

A. LOCATION AND DESCRIPTION OF PROJECT

All communities falling under the jurisdiction of the Southern NH Planning Commission designated Metropolitan Planning Organization.

B. SCOPE OF WORK

As described in the attached work program which forms a part of the AGREEMENT, which has been approved by the Department and FHWA.

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

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

D. WORK SCHEDULE AND PROGRESS REPORTS

The COMMISSION 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 COMMISSION shall complete these services without delay unless unable to do so for causes not under the COMMISSION'S control.

The COMMISSION'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.

## ARTICLE I

The COMMISSION 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 UPWP. Monthly progress reports shall be submitted by the COMMISSION 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, 2015.

ARTICLE II

**ARTICLE II - COMPENSATION OF COMMISSION 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 \$1,594,462.00, representing the total amount and expenses shall not exceed \$777,191.00 in FY 2014, unless the Department specifies otherwise based upon its review of the FY 2014 work progress. Funding from two sources, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), will be combined into a Consolidated Planning Grant (CPG). Of the (\$1,594,462.00), 80% (\$1,275,572.00) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and 20% (\$318,890.00) from the Southern NH Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$1,275,572.00 total reimbursable amount).

B. SALARY, BENEFITS AND INDIRECT COSTS

As agreed to between the Department and the COMMISSION, the COMMISSION, 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 commission-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.

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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. Employee benefits shall include holiday, sick and vacation pay, Commission's share of group medical and dental premiums, the Commission's share of long and short-term disability insurance premiums if applicable, and the Commission'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 COMMISSION for such items during the period of the agreement and those allowable in accordance with the applicable cost principles contained in 2 CFR, Part 225 (formerly OMB Circular No. A-87). Indirect Cost Rate Proposals shall be submitted annually, in accordance with 2 CFR, Part 225. If the annual indirect cost rate is not submitted within the timeframes specified in 2 CFR, Part 225, the Department, as provided under 2 CFR, Part 225, will set the indirect cost rate for the COMMISSION.

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 COMMISSION 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 COMMISSION'S established policy and 23 CFR 260.400 – 407 but shall not exceed that allowed in the Federal Travel Regulations 41 CFR 300 - 304. The DEPARTMENT will not reimburse mileage and per

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diem costs above those allowed in the Federal Travel Regulations, without appropriate documentation. For training expenses to be reimbursed, they must be pre-approved by the DEPARTMENT (specifically listed in the approved UPWP scope of work or subsequent NHDOT approval), , and 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 and approved by the DEPARTMENT.

D. FIXED FEE

Blank

E. PAYMENTS

Payments on account of the fee for services 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 COMMISSION as previously discussed. Proof of payment for direct expenses must be submitted before reimbursement is allowed. The DEPARTMENT will make payments to the COMMISSION within fifteen (15) business days of receipt of an acceptable bill. Eligible activities are those eligible for the class of funds used for the activity and must be in an approved UPWP. If, by error or omission, an ineligible activity is contained in the approved UPWP, 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 COMMISSION 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

## ARTICLE II

Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the 2 CFR 225.

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

Blank

B. CONTRACT PROPOSALS

Blank

## 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 438 Dubuque Street, Manchester, NH.

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 COMMISSION by this AGREEMENT, by written notice of such termination provided to

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the COMMISSION by the DEPARTMENT. In the event of such a termination of this AGREEMENT, without fault on the part of the COMMISSION, the COMMISSION 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 COMMISSION shall fail to complete the tasks of the UPWP 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 COMMISSION, 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 COMMISSION 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 COMMISSION, 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.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

The COMMISSION 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 COMMISSION, without undue delays and without additional cost to the DEPARTMENT.

## ARTICLE IV

### E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional Planning services, consistent with 23 CFR Section 450, Title 23 Section 134 USC, and Section 5303 of the Federal Transit Act, are required due to a revision in the scope of the UPWP, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the COMMISSION to perform such services, and the COMMISSION 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 COMMISSION 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 COMMISSION for such additional services in accordance with the provisions of Article II, Section B.

If additional services are performed by the COMMISSION 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 COMMISSION, under the provisions of this AGREEMENT, are the property of the COMMISSION and DEPARTMENT. Copies of these will be provided to the DEPARTMENT upon request. The COMMISSION 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 COMMISSION, pursuant to this AGREEMENT, or shall have been hitherto furnished to the COMMISSION by the DEPARTMENT. The COMMISSION 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 COMMISSION shall not sublet, assign or transfer any part of the COMMISSION'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 COMMISSION 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 COMMISSION agrees to comply with standards and requirements set forth in the Department's Administration of Planning Funds guidebook. The COMMISSION understands that the Department's Administration of Planning Funds guidebook constitutes part of this agreement.

### I. BROKERAGE

The COMMISSION warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the COMMISSION, 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 COMMISSION, any fee, commission, 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, commission, percentage, brokerage fee, gift or contingent fee.

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### J. CONTRACTUAL RELATIONS

#### 1. Status of the COMMISSION

The COMMISSION is a political subdivision of the STATE as per RSA chapter 36. In the context of this AGREEMENT the COMMISSION may act as an agent of the STATE, but shall not act as an employee of the STATE.

#### 2. Claims and Indemnification

##### a. Non-Professional Liability Indemnification

The COMMISSION 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 COMMISSION 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 COMMISSION or its subconsultants in the performance of this AGREEMENT.

##### b. Professional Liability Indemnification

The COMMISSION 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 COMMISSION 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.

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### 3. Insurance

#### a. Required Coverage

The COMMISSION 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 COMMISSION shall provide to the STATE a certificate of insurance evidencing the required coverage's, 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.

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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 UPWP may be made by mutual written agreement between the COMMISSION and the DEPARTMENT. It shall be the COMMISSION'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 COMMISSION anticipates that it cannot comply with one or more of the completion dates specified in this agreement, it shall be the COMMISSION'S responsibility to notify the Department in writing at least ninety (90) days prior to the completion date(s) in question. The COMMISSION shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

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

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

- (1) Compliance with Regulations: The COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION of the COMMISSION'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 COMMISSION 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 COMMISSION is in the exclusive possession of another who fails or refuses to furnish this information, the COMMISSION 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 COMMISSION'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 COMMISSION under the AGREEMENT until the COMMISSION complies; and/or
  - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The COMMISSION 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 COMMISSION becomes involved in, or is threatened with litigation with a subconsultant or supplier as a result of such direction, the COMMISSION may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and in addition, the COMMISSION 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

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

- (8) Incorporation of Provisions: The COMMISSION 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 COMMISSION should contact them regarding related compliance issues.

As defined in RSA 36 and described in Section J(1), Status of Consultant, of this Agreement, the CONSULTANT is a political subdivision of the STATE and, therefore, in accordance with 41 CFR Part 60-1.5(a)(4), any subdivision of the State is exempt from the requirement of filing the annual compliance reports provided for by 41 CFR Part 60-1.7(a)(1).

#### N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

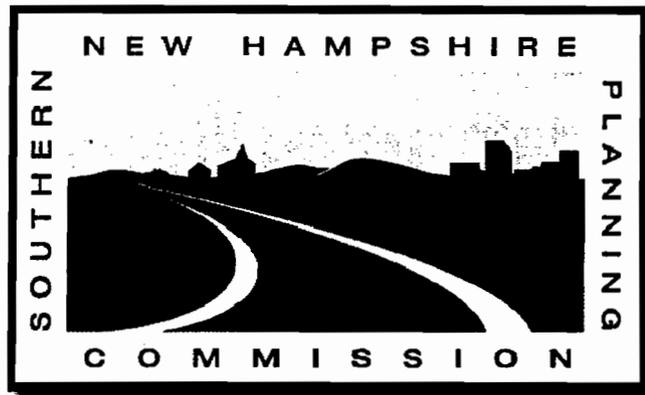
1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements 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 COMMISSIONS 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

#### ARTICLE IV

subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its COMMISSIONS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its COMMISSIONS 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 COMMISSION is hereby advised that failure of the COMMISSION, 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.





**SNHPC**

**UNIFIED PLANNING WORK  
PROGRAM**

**FY 2014 AND FY 2015**

**PREPARED BY THE  
SOUTHERN NEW HAMPSHIRE PLANNING  
COMMISSION**

**April 1, 2013**

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The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

## ACRONYMS USED IN THIS DOCUMENT

3C	Continuing, Comprehensive, Cooperative
ATR	Automatic Traffic Recorder
APTA	American Public Transit Association
APA	American Planning Association
CAAA	Clean Air Act
CART	Cooperative Alliance for Regional Transportation
CFR	Code of Federal Regulations
CMAQ	Congestion Management and Air Quality
CMP	Congestion Management Process
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
GACIT	Governor's Advisory Council on Intermodal Transportation
GHG	Greenhouse Gases
GIS	Graphic Information Systems
HPMS	Highway Performance Monitoring System
HSIP	Highway Safety Improvement Program
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation Systems
LEP	Limited English Proficiency
MAP-21	Moving Ahead for Progress in the 21 <sup>st</sup> Century
MPO	Metropolitan Planning Organization
MTA	Manchester Transit Authority
NEPA	National Environmental Protection Act
NHDES	New Hampshire Department of Environmental Services
NHDOT	New Hampshire Department of Transportation
NHOEP	New Hampshire Office of Energy and Planning
PEA	Planning Emphasis Areas
PEL	Planning and Environmental Linkages
PL	Planning Funds (Highway) Allocated for the MPO
RCC	Regional Coordination Council
RPC	Regional Planning Commission
RTCC	Regional Trails Coordination Council
RTP	Regional Transportation Plan
SNHPC	Southern New Hampshire Planning Commission
SPR	State Planning and Research Funds
SRTS	Safe Routes to School
STIP	State Transportation Improvement Program
TA	Transportation Alternatives
TAC	Technical Advisory Committee
TAZ	Traffic Analysis Zone
TE	Transportation Enhancement
TIP	Transportation Improvement Program
TMA	Transportation Management Area
TPC	Transportation Planners' Collaborative
TP <sup>2</sup> /Viper	Operating Software for SNHPC Travel Demand Model
TRB	Transportation Research Board
TYP	Ten Year Plan
UPWP	Unified Planning Work Program

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## INTRODUCTION

The *FY 2014 - FY 2015 Unified Planning Work Program* (UPWP) for the Southern New Hampshire Planning Commission (SNHPC) area has been developed to meet the requirements of Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) and the final regulations issued by the FHWA and FTA (23 CFR 450). It includes the description of all transportation and transportation-related planning activities that will be performed during the fiscal years beginning July 1, 2013 and ending June 30, 2015. A map of the SNHPC's planning area is shown in Exhibit 1.

Funds authorized by 23 USC 104(f), or Metropolitan Planning (PL) funds, and the funds authorized by Section 5303 of the FTA, 1998 are major sources of revenue for transportation planning in the SNHPC area. The planning activities outlined in the following pages have been designed to meet local needs and to be consistent with the “3C” planning requirements of Section 134 of Title 23 USC and Section 5303, Metropolitan Planning, of the Federal Transit Act. The planning activities in this work program have also been designed to comply with New Hampshire’s 2014 – 2015 Planning emphasis Areas (PEA’s) as established by the New Hampshire Division of FHWA and FTA Region I as outlined in a 12/03/12 letter to NHDOT. The PEAs are designed to more fully meet MAP-21 requirements and reflect newer initiatives not yet addressed as Federal requirements.

MAP-21 planning requirements specify eight factors that must be considered in the development of transportation plans and programs for the region. A brief description of the factors and the linkage between them and the UPWP tasks, which ultimately produces transportation plans and programs, is shown below:

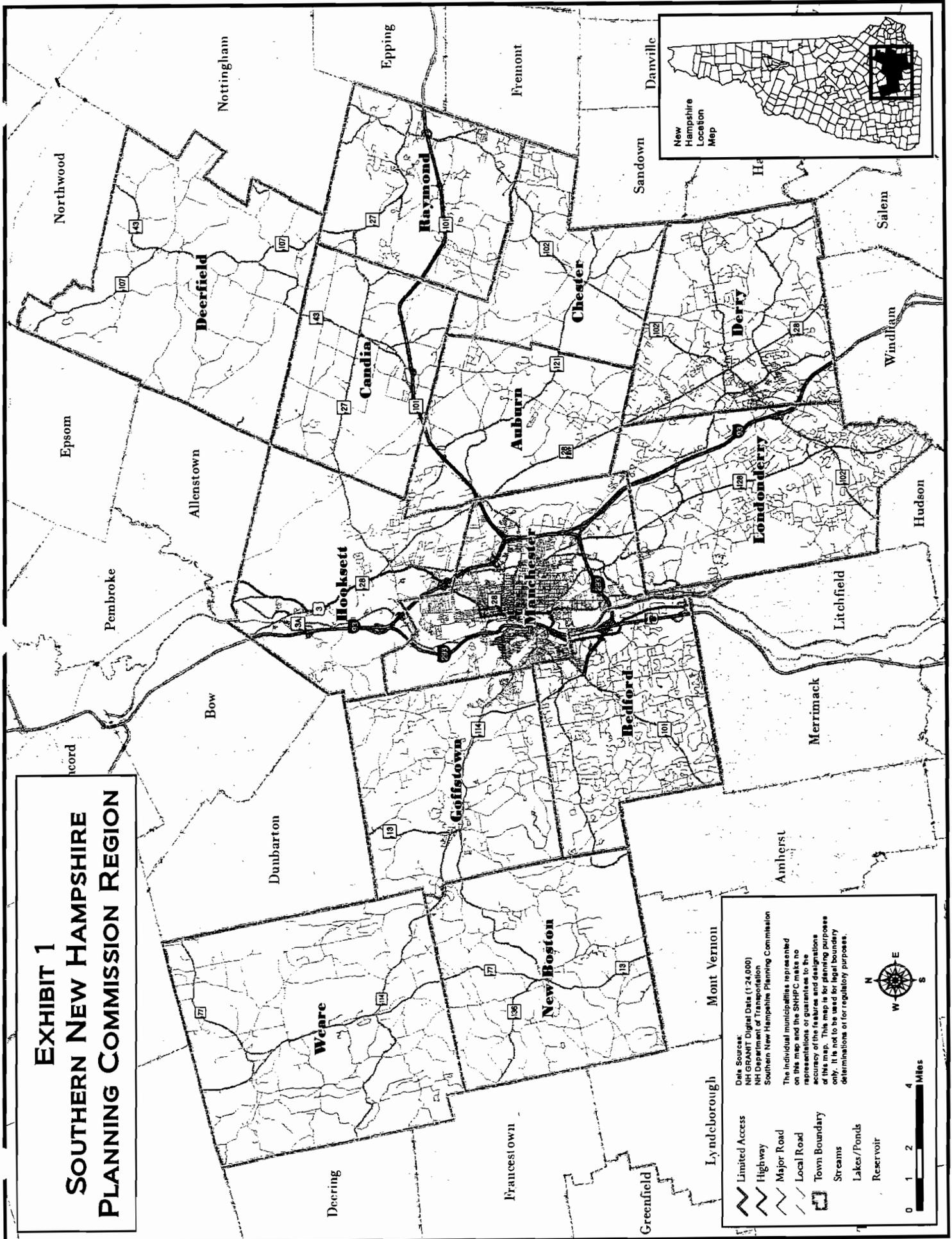
1. *Support the economic vitality of the metropolitan areas and non-metropolitan areas, especially by enabling global competitiveness, productivity and efficiency;*

Activities under this category represent a vital link in the economic development of the metropolitan area. Projects such as the Commission’s involvement in the upcoming alternatives analysis of the Capitol Corridor passenger rail service, assistance in the completion of major roadway projects such as widening of the I-93 corridor and improvements to I-293 Exits 6 and 7, Corridor Plans such as Manchester’s Second Street corridor and participating in the development of new fixed-route transit systems in the region will impact economic competitiveness and productivity for the region. For the non-metropolitan areas, projects such as providing assistance to local scenic byways to promote their local economies and tourism also address this requirement.

2. *Increase the safety of the transportation system for motorized and non-motorized users;*

Safety of the transportation system continues as a key planning area in MAP-21, which establishes national performance goals to achieve significant reduction in traffic fatalities and serious injuries on all public roads. Work related to updates to the ITS Architecture for the SNHPC Region, the High Accident Location Study and the Congestion Management Process are aimed at enhancing the safety of the transportation system.

# EXHIBIT 1 SOUTHERN NEW HAMPSHIRE PLANNING COMMISSION REGION



**Data Source:**  
NH GRANIT Digital Data (1:24,000)  
NH Department of Transportation  
Southern New Hampshire Planning Commission

The individual municipalities represented on this map and the SNHPC make no representations or guarantees to the accuracy of the features and designations of this map. This map is for planning purposes only. It is not to be used for legal boundary determinations or for regulatory purposes.

3. *Increase the security of the transportation system for motorized and non-motorized users;*

Security of the transportation system is also a MAP-21 key planning factor that is addressed through activities focused on increasing the security of the transportation system for motorists and non-motorized users of the system. Continuing assistance to the MTA and participation in local assistance through projects such as Safe Routes to School, Complete Streets, and the Regional Trails Coordinating Council (RTCC) are aimed at enhancing the security of the transportation system.

4. *Increase accessibility and mobility of people and freight;*

MAP-21 increases in the importance of freight planning in the metropolitan planning process. Increasing accessibility and mobility of people and freight is essential to sustain the economy of the region. As a response to these new guidelines, SNHPC may be called upon to assist NHDOT in the establishment of a freight advisory committee that will develop a comprehensive freight plan. Additionally, MPOs are being encouraged to develop freight plans to assess the condition and performance of the regional freight network and to identify solutions to deficiencies in the system.

In addition to potential activities mentioned in the previous paragraph, other work such as enhancements, updates and regular maintenance of the SNHPC travel demand model, which includes estimates of regional truck traffic, ensures that accessibility and mobility for goods is considered. Plans to expand rail service in the region and proposals to develop multimodal transportation hubs at locations such as downtown Manchester and Manchester-Boston Regional Airport also have the potential to improve accessibility and mobility for individuals and freight by facilitating access to goods and services.

5. *Protect and enhance the environment, promote energy conservation, and improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;*

Transportation improvements must be pursued in a manner that protects and enhances the environment, contributes to energy efficiency and considers climate change and the need to reduce greenhouse gas emissions. The SNHPC contributes to this goal through participation in the Interagency Consultation process in conjunction with FHWA, FTA, NHDOT, NHDES, EPA and other state MPOs. The SNHPC is involved in addressing these environmental issues as well as promoting consistency between transportation and economic growth and sustainable development patterns through work in areas such as air quality planning, reviewing development proposals for member communities and education in areas such as alternative roadway design standards and access management, assessing culverts and bridges in relationship to climate change, and promoting transit-oriented and mixed-use developments, and other sustainable land use and transportation initiatives.

6. *Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;*

This factor emphasizes the importance of building a transportation system that integrates different modes of transportation for the efficient movement of people and goods.

Assisting in the development of major roadway projects such as improvements to I-293 Exits 6 and 7, assistance to the MTA and continuing to participate in the development of alternatives analyses for passenger rail service in the region fulfill this requirement.

7. *Promote efficient system management and operation; and*

Tasks in this category are designed to promote more efficient management and operation of the overall transportation system. Activities such as the SNHPC annual regional traffic counting program, the *Congestion Management Process for the SNHPC Region* and local assistance efforts designed to assist communities to more efficiently manage and operate their municipal service systems will satisfy this requirement.

8. *Emphasize the preservation of the existing transportation system.*

Activities in this category are aimed at reducing the need for major new facility expenditures and minimizing the need for land acquisition and the displacement of people and cultural resources. Work designed to satisfy this requirement includes the *ITS Architecture for the SNHPC Region*, the Safe Routes to School program, Complete Streets, and the Vehicle Classification Study.

The linkages between the MAP-21 planning factors and the UPWP work sub-tasks are further illustrated in Exhibit 2 below.

**Exhibit 2**

<b>Linkages Between MAP-21 Planning Factors and UPWP</b>	
<b>MAP-21 Planning Factor:</b>	<b>Addressed by UPWP Work Element:</b>
<i>1. Support the economic vitality of the metropolitan areas and non-metropolitan areas, especially by enabling global competitiveness, productivity and efficiency;</i>	<p>Long Range Systems Planning – Commuter Rail</p> <p>Long Range Systems Planning - Regional Transit Feasibility Study</p> <p>TIP Implementation – Highway Projects – I-93 Widening, Airport Access Road</p> <p>Local Assistance – Scenic Byways, Corridor Plans</p>
<i>2. Increase the safety of the transportation system for motorized and non-motorized users;</i>	<p>Local Assistance - RSA/HSIP, Safe Route to School, RTCC, Complete Street, Corridor Plans</p> <p>High Accident Location Study</p> <p>Congestion Quantification Study</p> <p>Signal Warrant Study</p> <p>ITS Architecture</p>
<i>3. Increase the security of the transportation system for motorized and non-motorized users;</i>	<p>ITS Architecture</p> <p>Local Assistance - Emergency Operations Planning</p> <p>Local Assistance - Safe Routes to School</p>
<i>4. Increase accessibility and mobility of people and freight;</i>	<p>Local Assistance – Master Plan Updates</p> <p>Long Range Systems Planning – Commuter Rail</p> <p>Congestion Quantification Study</p> <p>TIP Implementation – Highway Projects – I-93 Widening, Turnpike Improvements</p>
<i>5. Protect and enhance the environment, promote energy conservation, and improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;</i>	<p>Local Assistance – Master Plan Updates, Sustainable Land use and transportation techniques, culverts and bridges assessments in relationship to climate change, and Corridor Studies.</p> <p>Interagency Consultation with State/Federal/Regional agencies</p> <p>Long Range Planning – Passenger Rail, MTA, CART</p>
<i>6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;</i>	<p>TIP Implementation – Highway Projects – I-93 Widening, Turnpike Improvements</p> <p>Long Range Systems Planning – Commuter Rail</p>
<i>7. Promote efficient system management and operation.</i>	<p>ITS Architecture</p> <p>Regional Traffic Counting Program</p> <p>Congestion Quantification Study</p>
<i>8. Emphasize the preservation of the existing transportation system.</i>	<p>Local Assistance – Safe Routes to School, Complete Streets</p> <p>ITS Architecture</p> <p>Vehicle Classification Study</p>

A brief description of the New Hampshire PEAs and the linkage between them and the FY 2014 – FY 2015 UPWP work sub-tasks is shown below:

1. *MAP-21 Compliance*

The SNHPC UPWP is required to identify resources and work elements as necessary to ensure that the MPO remains in compliance with MAP-21 planning and programming requirements. Sub-tasks identified in the UPWP to address this PEA include air quality planning identified in 209 - Transportation Conformity, maintenance and periodic updates of the *Public Involvement Plan for the SNHPC Region* identified in 303 – Public Involvement Program and the work related to regular updates to the SNHPC regional travel demand model included in 406 – Transportation Model.

2. *Fiscal Constraint and Financial Planning*

The SNHPC MPO must ensure that the long-range plan and TIP include a financial plan that demonstrates that resources from public and private sources available to carry out project implementation are reasonably expected to be available. Work included in the FY 2014 – FY 2015 UPWP designed to fulfill this requirement includes updates and development of fiscal constraint information in the TIP included in 205 – Transportation Improvement Program and updates and development of fiscal constraint information in the Regional Transportation Plan included in 210 – Metropolitan/Long-Range Transportation Plan.

3. *Project Monitoring*

Project monitoring is an important step in the planning process which enables project readiness to be assessed so that project listings by phase in the TIP accurately reflect year of obligation. Improved project monitoring will support efforts to assure that highway and transit project cost estimates are updated to reflect current information and will also lead to the development of annual listings of obligated highway and transit projects. Sub-tasks 205 – Transportation Improvement Program and 204 – Interagency Consultation include work designed to support improved project monitoring.

4. *Travel Demand Model Maintenance*

SNHPC is responsible, as MPO for the greater Manchester area, for ensuring that a regional travel demand model is being utilized to provide technical support to metropolitan and statewide planning processes. In order to accomplish this, the model must be continuously updated and maintained. The SNHPC regional travel demand model has been updated to incorporate data from the 2010 Census and this work program will include assistance to NHDOT to review new UZA boundaries and adjust MPO planning areas. Work related to these objectives is included in the FY 2014 – FY 2015 UPWP in sub-tasks 210 – Metropolitan/Long-Range Transportation Plan and 209 - Transportation Conformity.

5. *Data Collection – HPMS and CMP*

The Highway Performance Monitoring System (HPMS) is utilized for numerous purposes including analysis of highway system condition and investment needs and to assess changes in highway system performance. SNHPC is required by NHDOT provide data on

the local roadway system to update HPMS. The *Congestion Management Process for the SNHPC Region* (CMP) is being utilized to identify congested locations, determine the causes of congestion and develop alternative strategies to mitigate congestion. Both the HPMS and CMP programs require extensive data collection efforts and the FY 2014 – FY 2015 UPWP sub-tasks 206 – Congestion Management Process and 502 – Statewide Assistance have both been designed to support these data collection efforts.

6. *Integrating 2010 Decennial Census*

The SNHPC regional travel demand model has been updated to incorporate data from the 2010 Census. Required adjustments to planning boundaries resulting from the 2010 Census have been identified. As a result, agreements will be developed to ensure that MPO planning and programming requirements will be met for the communities located in the newly identified portions of the MPO area. This activity has been incorporated into the FY 2014 – FY 2015 UPWP within sub-task 406 – Transportation Model. 502 – Statewide Assistance

7. *Planning and Environmental Linkages*

Planning and Environmental Linkages (PEL) is an FHWA initiative designed to identify innovative ways to shorten project delivery and enhance the environment. The PEL format develops a framework to consider and incorporate planning processes at early stages into environmental review. The benefits of the PEL approach include establishing more positive working relationships between resource agencies and the public and increasing the efficiency of the project development process. Work efforts related to the PEL initiative are incorporated in UPWP sub-tasks 202 – Land Use & Environmental Linkages and 501 – Local & Regional Assistance.

8. *Planning Performance Measures*

SNHPC is being instructed by FHWA to consider opportunities to integrate system performance measures in the development of its planning and programming processes. This will lead to better coordination between the Regional Transportation Plan and TIP with strategic goals, increased public accountability and better communication between regional stakeholders. In response to FHWA's request to consider these opportunities to develop consensus and establish performance measures, SNHPC has included related work elements in sub-tasks 206 – Congestion Management Process and 304 – Public Outreach.

9. *Climate Change*

USDOT's Transportation and Climate Change Clearinghouse estimates that, based on current greenhouse gas (GHG) emission reporting guidelines, the transportation sector directly accounted for about 28 percent of total U.S. GHG emissions in 2006. This makes the transportation sector the second largest source of GHG emissions behind electricity generation at 34 percent. Including discussions of climate change in transportation plans has the potential to improve planning and project-level decision-making and improve the efficiency of the NEPA process. Also included are the assessments of existing culverts and bridges as they relate to increased flooding. Sub-tasks 202 – Land Use & Environmental Linkages and 209 – Transportation Conformity include work designed to emphasize climate change.

10. *Livability*

Livable communities are the product of a planning process where alternative transportation modes such as cycling and walking are considered on an equal basis with vehicular modes. The existence of multiple convenient transportation and housing options and destinations equally accessible to those in and out of cars is another characteristic of a livable community. The FY 2014 – 2015 UPWP has been designed to ensure that SNHPC planning processes and plans address livability and support transit and other alternative modes of transportation. In response to FHWA’s request to consider livability, SNHPC has included work elements in sub-tasks 506 Transit Assistance and 202 – Land Use & Environmental Linkages. The linkages between the PEAs and various UPWP work sub-tasks are further illustrated in Exhibit 3 below.

**Exhibit 3**

<b>Planning Emphasis Area:</b>	<b>Addressed by UPWP Sub-Task:</b>
1. <i>MAP-21 Compliance</i>	209 - Transportation Conformity, 303 – Public Involvement Program 406 – Transportation Model
2. <i>Fiscal Constraint and Financial Planning</i>	205 – Transportation Improvement Program and 210 – Metropolitan/Long-Range Transportation Plan
3. <i>Project Monitoring</i>	205 – Transportation Improvement Program and 204 – Interagency Consultation
4. <i>Travel Demand Model Maintenance</i>	210 – Metropolitan/Long-Range Transportation Plan and 209 - Transportation Conformity.
5. <i>Data Collection – HPMS and CMP</i>	206 – Congestion Management Process and 502 – Statewide Assistance
6. <i>Integrating 2010 Decennial Census</i>	406 – Transportation Model
7. <i>Planning and Environmental Linkages (PEL)</i>	202 – Land Use & Environmental Linkages and 501 – Local & Regional Assistance.
8. <i>Planning Performance Measures</i>	206 – Congestion Management Process and 304 – Public Outreach
9. <i>Climate Change</i>	202 – Land Use & Environmental Linkages and 209 – Transportation Conformity
10. <i>Livability</i>	506 Transit Assistance and 202 – Land Use & Environmental Linkages.

The format of this document groups each of the program tasks, sub-tasks and activities into one of the following five categories:

- 100 - Administration & Training
- 200 - Policy & Planning
- 300 - Public Involvement & Coordination
- 400 - Plan Support
- 500 - Technical Assistance & Support

Program tasks begin with a short explanation of why this category is necessary, followed by individual sub-tasks and activities described in more detail as follows:

1. Objectives
2. Proposed Activities/Methodology (or Procedures to be used)
3. Products (or Anticipated Accomplishments)
4. Staffing
5. Funding Sources
6. Agency Participation/Functional Responsibility

Table 1 (Page 31) shows the combined cost for fiscal years 2014 and 2015 and Tables 2 and 3 (Pages 32 and 33) show costs for FY 2014 and for FY 2015, respectively.

Following Table 3, a time-line chart shows the implementation schedule for each task.

## 100 ADMINISTRATION & TRAINING

The purpose of this task is to provide management and support services including bookkeeping and contract development that are necessary for the effective administration of the transportation planning program. Staff training, also included in this category, is essential to providing the highest quality professional planning services to member communities.

### 101 Invoices & Accounting

This sub-task includes all staff efforts related to the development and submittal for approval of reimbursement requests.

#### FY 2014-FY 2015

\* Proposed Activity:

Development and submittal for approval of reimbursement requests.

\* Products:

Completed timesheets and progress reports, monthly reporting materials, completed invoices and audit materials.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

\* Functional Responsibility: SNHPC

### 102 Program Administration

Activities related to the general administration of the UPWP to ensure compliance with federal and state regulations and to produce quality work products are included in this sub-task. Activities will include work such as meeting with municipalities in the MPO region, directing overall planning programs, supervising staff, conducting staff meetings, monitoring assignments of work, solving work related problems, conducting annual staff reviews and discipline hearings, required revisions to the approved UPWP, completion of annual reports, progress reporting and participation in UPWP reviews with State and Federal agencies. A mid-term review meeting to discuss the progress of the UPWP will be held with NHDOT, FHWA and FTA. Staff will begin development of a draft FY 2016 – FY 2017 UPWP in late 2014 in order to ensure that a final version will be approved by the MPO and submitted to NHDOT in mid-2015.

#### FY 2014-FY 2015

\* Proposed Activity:

Completion of tasks related to the general administration of the UPWP.  
Development of the draft and final FY 2016 – FY 2017 UPWP

\* Products:

Required UPWP revisions, annual reports, documentation of planning, billing and related program and process reviews. Development and completion of FY 2016 – FY 2017 UPWP.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

**103 Training**

Work elements included in this sub-task focus on improving, enhancing and developing staff transportation planning abilities, including activities related to emphasis areas such as GIS, travel demand modeling, livability, and climate change. These activities are designed to ensure that SNHPC staff has access to the up-to-date information and techniques required for the development and maintenance of an effective planning process. Continue SNHPC staff participation in webinars, conferences and workshops, sponsored by organizations such as FHWA, FTA, EPA, APA, TRB, ITE, NHDOT and APTA, dealing with transportation and other subject matter relevant to the MPO planning process. Much of this activity will be accomplished through participation in on-line webinars, conferences, workshops and other opportunities. Costs for out-of-pocket expenses for attending conferences/workshops, including air travel, hotels and miscellaneous expenses will be pre-approved by NHDOT.

FY 2014-FY 2015

\* Proposed Activity:

SNHPC staff participation in webinars, conferences, workshops and other activities sponsored by organizations such as FHWA, FTA, EPA, APA, TRB, ITE, NHDOT and APTA, dealing with transportation, air quality, livability, climate change and other subject matter relevant to the MPO planning process.

\* Products:

Improved planning knowledge and abilities.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

**104 Indirect Cost Adjustments**

A portion of UPWP funding has been allocated to address the potential financial impacts associated with annual indirect cost rate adjustments. This sub-task will involve allocation of unused funds to other tasks as a result of re-calculation of the indirect cost rate.

FY 2014-FY 2015

\* Proposed Activity:

Adjustments to indirect cost rate.

\* Products:

Adjusted indirect cost rate.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

\* Functional Responsibility: SNHPC

**105 Performance Measures**

This sub-task will involve efforts related to performance measures associated with the delivery of RPC/MPO services including compliance with applicable State and Federal regulations.

FY 2014-FY 2015

\* Proposed Activity:

Discussion/meetings with state and/or federal representatives, tracking progress of work tasks and other monitoring of effort.

\* Products:

Meeting minutes, documentation and reporting of performance tracking.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

\* Functional Responsibility: SNHPC

**200 POLICY & PLANNING**

To ensure that transportation plans and policies are reviewed and updated to reflect regional goals and address evolving local concerns is the purpose of this task. This task includes assisting communities with connecting transportation and land use policies in local planning efforts in support of federal and statewide livability, climate change, and sustainability initiatives.

**201 Ten-Year Plan**

This sub-task included all staff efforts related to the development of the Ten-Year Highway Plan (TYP) including assistance to member communities to identify potential projects. Staff will participate in activities related to the development of the FY 2015 – FY 2024 during late 2013 and during 2014. Staff will assist NHDOT in the initial stages

of the development of a new Ten Year Plan beginning in late 2014 and ending in mid-2015.

FY 2014-FY 2015

\* Proposed Activity:

Coordination and assistance to member communities and NHDOT related to the TYP process, including attendance at GACIT meetings and public hearings on the TYP process, coordination with member communities, project identification and ranking.

\* Products:

Attendance at GACIT and other related meetings, project solicitations, ranking of potential TYP projects, assistance to member communities, stakeholders and NHDOT.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

\* Functional Responsibility: SNHPC

**202 Land Use & Environmental Linkages**

In this sub-task, staff will provide planning assistance to municipalities, partner organizations, and transit agencies in support of federal and state livability, climate change, and sustainability initiatives. This sub-task also includes work related to updating the annual SNHPC Land Use Report that provides data to support transportation planning activities. Additional activities coordinating land use and transportation initiatives may include I-293 Exits 6 and 7 alternative analyses and environmental assessment and organizational tasks related to the Commission's on-going program of assessment and inventory of existing design and size of culverts and stream crossings. The assessment is designed to evaluate culverts and stream crossings to enable local and State agencies to prioritize repair and replacement and reduce future roadway closures, hazards and property damage resulting from potential hydrologic changes.

FY 2014-FY 2015

\* Proposed Activity:

Updates to SNHPC Land Use Report. Participation on committees and development of reports and other documentation. Organizational tasks related to assessment and inventory of culverts and stream crossings.

\* Products:

Updated SNHPC Land Use Report. Products related to organization of work on culvert and Stream crossings. Attendance at committee meetings, reports and other documentation.

\* Staffing: SNHPC

- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

**203 Transportation Planners Collaborative**

Staff participation in eight meetings of the Transportation Planners Collaborative (TPC) and participation in TPC-related steering committee meetings are included in this sub-task.

FY 2014-FY 2015

- \* Proposed Activity:

Attendance at TPC meetings and steering committee meetings as required.

- \* Products:

Meeting documentation and other documentation.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

**204 Interagency Consultation**

This sub-task includes all work related to participation in the Interagency consultation process in association with NHDOT, FHWA, FTA, NHDES and other state MPOs and RPCs.

FY 2014-FY 2015

- \* Proposed Activity:

Participation in monthly conference calls with participants of the Interagency consultation process.

- \* Products:

Meeting documentation and other documentation related to the Interagency consultation process.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

**205 Transportation Improvement Program**

The MPO TIP is undertaken to satisfy the requirements of 23 USC 134, 49 USC 5303 and other applicable FHWA/FTA guidelines, including assistance to the NHDOT on the STIP. This sub-task includes all work related to initiating the TIP update in accordance

with MAP-21 guidelines as they pertain to project selection criteria and public involvement. The TIP will be updated according to MAP-21 guidelines such as employing visualization techniques and fiscal constraint requirements. The TIP will stress regular project monitoring in accordance with accurate reflection of programming activities and will also include a financial plan reflecting the estimated costs of maintaining the existing transportation system and constructing planned system improvements. The format of the TIP will also facilitate maintenance of an Annual Listing of Obligated Projects for which Federal funds are obligated in the preceding year. This listing will also identify significant delays in the planned implementation of major projects. Necessary MPO approval of the TIP will be completed prior to submitting this document to the NHDOT. Amendments to the TIP will be made, either at the request of the NHDOT, MTA, or other participating municipalities that are part of the continuing planning process. Administrative modifications will also be made on a monthly basis.

#### FY 2014-FY 2015

\* Proposed Activity:

TIP activities such as development of updates to the document and project listings will be coordinated with the State's biannual Ten-Year Transportation Improvement Plan. Necessary MPO approval of the TIP will be completed prior to submitting this document to the NHDOT. It is anticipated that work will begin on development of the FY 2015 – FY 2018 TIP during the later stages of the Ten Year Plan update process in 2014. Following approval of the FY 2015 – FY 2018 TIP in late 2014, amendments to the TIP will be made, either at the request of the NHDOT, MTA, or other participating municipalities that are part of the continuing planning process. Amendments will be completed according to procedures outlined in TIP/STIP revision procedures updated by NHDOT in mid-2011 and the *Public Involvement Process for the SNHPC Region*. Administrative modifications to the TIP will also be processed on a monthly basis.

\* Products:

Monthly administrative modifications and periodic amendments of FY 2013 – FY 2016 TIP. Development of FY 2015 – FY 2018 TIP. Following final approval of FY 2015 – FY 2018 TIP in late 2014, completion of monthly administrative modifications and or periodic amendments.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

\* Functional Responsibility: SNHPC

#### **206 Congestion Management Process**

This task consists of all work related to the development and maintenance of the CMP undertaken to satisfy the requirements of 23 USC 134. Federal transportation legislation states that “[T]he transportation planning process in a TMA shall address congestion management through a process that provides for safe and effective integrated management and operation of the multimodal transportation system, based on a cooperatively developed and implemented metropolitan-wide strategy, of new and

existing transportation facilities eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53 through the use of travel demand reduction and operational management strategies.” Staff will continue advancement of the *CMP for the SNHPC Region*, including development of monitoring and evaluation methodologies for the performance of the multi-modal transportation network and participating in the I-93 Transportation Demand Management (TDM) Task Force. Prior UPWP’s have contained work elements designed to monitor and evaluate the existing regional transportation infrastructure and these projects have been used to develop performance measures and data collection/system performance monitoring for the *CMP for the SNHPC Region*. Additional work will also be completed to identify the impact of the 2010 Census results on the CMP program and to assist in the implementation of the I-93 TDM Task Force recommendations.

#### FY 2014-FY 2015

\* Proposed Activity:

Continued development of the CMP for the SNHPC Region, including data collection and development of monitoring and evaluation methodology. Identification of the impact of the 2010 Census on the CMP. Continued participation in the I-93 TDM Task Force.

\* Products:

Updated CMP, including products from data collection, monitoring and evaluation activities. Monitoring the implementation of the I-93 TDM Task Force recommendations.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

#### **207 Intelligent Transportation System**

This sub-task includes all work related to the development and maintenance of the *Intelligent Transportation System Architecture for the SNHPC Region* (SNHPC ITS Architecture). The SNHPC ITS Architecture is a roadmap for the integration of technology into the SNHPC transportation system. It provides a framework for ITS planning and integration and exhibits a shared vision of how each agency’s systems will work together in the future, sharing information and resources to provide a safer, more efficient transportation system for travelers in the region. The SNHPS ITS Architecture will be correlated with the SNHPC Broadband map planning efforts especially as it relates to traveler information.

## FY 2014-FY 2015

### \* Proposed Activity:

The SNHPC ITS Architecture will be updated in 2014 coinciding with the completion of the FY 2015 – FY 2018 TIP. Develop draft listing of regional priorities, review projects and consider them for inclusion into the SNHPC ITS Architecture. Periodic review of maintenance plan, consideration of project modifications and other changes in project status. Monitor the ITS maintenance plan and make recommendations to the TAC when changes may be required.

### \* Products:

Updated SNHPC ITS Architecture.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

## **208 Regional Transportation Plan - Omitted**

## **209 Transportation Conformity**

This sub-task includes all work related to satisfying the requirements of federal law including the Clean Air Act. In keeping with the State of New Hampshire Administrative Rules on Air Quality Conformity Determination, the Commission will continue to work with the NHDOT and the NHDES in the performance of air quality analysis of transportation plans and programs for the region.

In May 2012, EPA declared New Hampshire to be “unclassifiable/attainment” with the 2008 75 ppb ozone standard. Also, because EPA also revoked the 1997 standard for transportation conformity purposes only, beginning in July 2013, no portions of the state will be in non-attainment. As a result, there will be no conformity requirements, likely for the duration of the FY 2014 – FY 2015 UPWP. However, air quality analysis updates will still be performed and conformity determinations will continue to be required for regionally significant transportation projects under NEPA requirements. Staff will monitor developments leading to eventual re-designation of the region as part of a newly designated non-attainment area following revisions to the ozone standard.

## FY 2014-FY 2015

### \* Proposed Activity:

Assess air quality impacts of regional projects and conduct air quality analysis. Monitor developments leading to eventual re-designation of the region as part of a newly designated non-attainment area following revisions to the ozone standard.

\* Products:

Regional Air Quality assessments and documentation related to re-designation as a non-attainment area.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

\* Functional Responsibility: SNHPC

**210 Metropolitan/Long-Range Transportation Plan**

This sub-task includes all work related to satisfying the requirements of 23 USC 134, 49 USC 5303 and other related requirements of federal transportation law with regards to the long-range transportation plan. This task includes all work, including public outreach and public comment, related to regular updates of the *Regional Transportation Plan for the SNHPC Region* concurrent with the Ten-Year Highway Plan as well as correlating it with the Comprehensive Master Plan for the development of the SNHPC region. Updates to the Plan required to show the fiscal constraint of the TIP and Plan are also included in this task. The Plan will be updated according to MAP-21 guidelines such as fiscal constraint requirements, employing visualization techniques and requirements regarding environmental mitigation and consultation. The Plan update will also continue to be reviewed through the NHDOT Natural Resource Agency coordination process.

Efforts related to the development and maintenance of the *Regional Transportation Plan for the SNHPC Region* are also included in this sub-task. This sub-task includes data collection efforts required to update the multi-modal transportation plan for the area as required for the needs of the SNHPC region and specific requirements of MAP-21 and CAA. The *Regional Transportation Plan for the SNHPC Region* provides an up-to-date vision and policy document for the construction, maintenance, and management of the region's transportation system that recognizes the critical relationship between transportation and land use, addressed livability and climate change. The *Regional Transportation Plan for the SNHPC Region* will be updated in 2014 concurrent with the development of the Ten-Year Highway Plan.

**FY 2014-FY 2015**

\* Proposed Activity:

Update Regional Transportation Plan for the SNHPC Region, including public outreach and public comment and work required to demonstrate the fiscal constraint of the TIP and Plan.

\* Additional Proposed Activities:

1. Local Trip Generation Rate Study: Trip rates for some types of developments or land uses in the ITE Manual are based on a very limited number of studies. The purpose of this activity is to continue to supplement those studies and develop local trip generation rates. Data will be collected at approximately four sites and subsequently added to the study database.

2. Vehicle Classification Study: Through the traffic counting program and field verification, data on vehicle classification will be collected to determine vehicle mix on regional roads. The result will be summarized on the basis of various classes of roadways (arterial, collector and local). Approximately six counts will be completed.
3. High Accident Locations Study: All the communities in the region will be contacted to listen to their concerns on accident issues in their communities. In addition, community master plans, corridor studies, and various other reports will be researched to identify problem intersections. The crash database from the NHDOT, as well as detailed accident reports from each municipal police department will be researched to identify high accident locations and their causes. The identified locations will be studied in detail and recommendations will be made for possible mitigation strategies. Information available from this study will be used to pursue Highway Safety Improvement Program funding for individual locations. Data and subsequent evaluation will be completed for two sites.
4. Signal Warrant Study: Unsignalized intersections will be identified by staff in part through input from regional communities. Those intersections identified will be evaluated through the study of features such as delay, geometrics, and ability to satisfy individual signal warrants. If signals are warranted, preliminary signal timing plans including consideration of signal progression will be developed, if required. Data and subsequent evaluation will be completed for four sites.
5. Long Range Transportation Planning: This includes long range planning including bicycle and pedestrian planning activities, including activities related to the Regional Trails Coordination Council and tasks related to Bike and Walk to Work Day. Updates to the transportation chapter of the Regional Comprehensive Plan as well as assistance to NHDOT on an update to the State Bike/Pedestrian Plan are also included in this task. Long range planning activities related to the Granite State Futures project being funded through a U.S. Department of Housing and Urban Development grant may also be included in this sub-task.
6. Post-Development Traffic Impact Review and Analysis: The purpose of this project is to review the impacts of implemented development projects, assess the impacts of development on the regional roadway network and promote consistency between transportation and growth. Data and subsequent evaluation will be completed for four sites.

\* Products:

Updated *Regional Transportation Plan for the SNHPC Region*, vehicle classification data and site reports for Local Trip Generation Rate Study, High Accident Location Study, Signal Warrant Study, and Post-Development Impact Review and Analysis.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

- \* Functional Responsibility: SNHPC

### **300 PUBLIC INVOLVEMENT & COORDINATION**

This task is intended to provide meaningful public involvement in all phases of the development of transportation plans, policies, projects, and priorities. It includes informing the public about topical transportation planning policy developments, including MAP-21 and its subsequent reauthorization, and ensuring the coordination of municipal, regional, and statewide land use and transportation planning processes. SNHPC recognizes the importance of public involvement in an integrated transportation and land use planning process and will make every effort to target outreach efforts toward low income and minority populations, including persons/groups with Limited English Proficiency (LEP).

#### **301 Technical Advisory Committee**

All work related to meetings of the SNHPC Technical Advisory Committee (TAC) is included in this sub-task. The SNHPC TAC was established to advise the MPO staff on the transportation issues and projects of concern to the municipalities and agencies represented on the MPO Policy Board. The TAC is comprised of technical-level personnel from the SNHPC member communities and principal stakeholders. The primary responsibilities of the TAC include 1) providing input for the development of the annual Unified Planning Work Program and other related MPO documents such as the RTP and TIP; 2) providing technical review of plans developed by the MPO staff and 3) making recommendations to the MPO Policy Board regarding the adoption and/or revision of Region Transportation Plan elements.

#### **FY 2014-FY 2015**

- \* Proposed Activity:

Preparing for and attending approximately 24 meetings of the SNHPC TAC. Distribution of meeting notices, agendas and staff reports as required and completion of meeting minutes.

- \* Products:

Meeting notices, meeting agendas and meeting minutes.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

#### **302 Planning Commission/Committee Meetings**

All work associated with the pursuit of tasks related to the transportation planning program at monthly meetings of the SNHPC. Work will also include additional transportation-related business required for meetings of the SNHPC Executive Committee.

FY 2014-FY 2015

\* Proposed Activity:

Preparing transportation-related information for and attending approximately 14 meetings of the SNHPC and 24 meetings of the SNHPC Executive Committee for the purpose of conducting business related to the transportation planning program. Distribution of related meeting notices, agendas and staff reports as required and assisting in completion of meeting minutes.

\* Products:

Meeting notices, meeting agendas and meeting minutes.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

\* Functional Responsibility: SNHPC

**303 Public Involvement Plan**

This sub-task consists of all work related to maintenance and periodic updates of the *Public Involvement Plan for the SNHPC Region*. MAP-21 stipulates that MPOs must develop and utilize a "Participation Plan" that provides reasonable opportunities for interested parties to comment on the content of the metropolitan transportation plan and metropolitan TIP. The legislation further outlines that the "Participation Plan" must be developed "in consultation with all interested parties". The *Public Involvement Process for the SNHPC Region* has been designed to satisfy specific purposes and objectives as defined in MAP-21 and to incorporate current practices, technological innovations and to satisfy requirements for increased emphasis including a need for extensive stakeholder participation above and beyond "public involvement", including targeted outreach to the business community through local Chambers of Commerce and other such groups and efforts toward low income and minority populations, including LEP persons/groups through the SNHPC's Granite State Future Public Outreach and Engagement Sub-Committee Updates to the *Public Involvement Plan for the SNHPC Region* will include a 45-day public comment period.

FY 2012-FY 2013

\* Proposed Activity:

Periodic review and updates to the Public Involvement Process for the SNHPC Region.

\* Products:

Updated Public Involvement Process for the SNHPC Region.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

\* Functional Responsibility: SNHPC

**304 Public Outreach**

All activities related to facilitate the exchange of information between stakeholders involved in the MPO transportation planning process are included in this sub-task. Specific activities include updating and maintaining transportation content on the SNHPC website, publishing transportation newsletter articles on a quarterly basis and sending out transportation information in regular Commission “Media Blasts”. This task also includes updating and maintaining information on the SNHPC website transportation “kiosk” and informing the public about the progress of the Granite State Futures project.

FY 2014-FY 2015

\* Proposed Activity:

Regular updates to transportation content on the website (including kiosk) and publishing transportation-related information in regular editions of the SNHPC newsletter and “Media Blast”.

\* Products:

Updated transportation content on the website, in the SNHPC newsletter and “Media Blast”.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

\* Functional Responsibility: SNHPC

**305 Policy Committee**

All work related to meetings of the SNHPC Policy Board are included in this sub-task. The SNHPC MPO Policy Board (MPO), representing all of the municipalities within the jurisdictional area of the SNHPC as well as state and federal transportation officials, provides overall direction for the transportation planning process. The SNHPC, when acting as the MPO, meets as the MPO Policy Board and includes additional members such as NHDOT and Manchester Transit Authority. The SNHPC MPO staff, under the direction of the MPO Policy Board, has the major responsibility for conducting the 3C metropolitan transportation planning process. The primary functions of the MPO are to 1) establish the goals, objectives and policies governing transportation planning in the region; 2) approve the Unified Planning Work Program and budget and 3) direct the preparation of and adopt the Long-Range and Short-Range strategies of the RTP.

FY 2014-FY 2015

\* Proposed Activity:

Preparation for and attendance at approximately 10 meetings of the SNHPC MPO Policy Board, including meeting agendas and minutes and presentations on transportation subject matter.

\* Products:

Meeting attendance and meeting minutes.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

#### **400 PLAN SUPPORT**

This task is designed to support the development of municipal, regional, and statewide transportation plans and policies by collecting and maintaining a comprehensive set of traffic, demographic, land use, and Geographic Information Systems (GIS) data for use in transportation planning efforts. A primary goal of the data collection effort is to enumerate the impacts of local land use policies and development on the regional transportation network. During the collection and use of traffic and related demographic data, SNHPC will make every effort to avoid or minimize adverse impacts to low income and minority populations, and target outreach efforts toward minority and low income populations.

#### **401 Traffic Counts**

The SNHPC annual *Regional Traffic Counting Program* is designed to 1) conduct short-term ATR counts at approximately 200 locations, to be determined by the NHDOT for this region and 2) conduct approximately 300 short-term ATR counts for various links and external stations of the regional traffic highway network. In total, the projected number of counts included in the annual program will be about 500. Work in this UPWP will also include incorporating the Town of Windham into the *Regional Traffic Counting Program* and additional coordination with the NHDOT Traffic Bureau.

Direct expenses include 1) hiring of part-time help for both fiscal years at an approximate cost of \$15,000 per year, 2) repair, replacement and supply costs for traffic counters at approximately \$ 14,900 per year 3) approximately \$ 18,500 per year for truck related expenses such as insurance, gasoline, oil changes and other necessary maintenance and 4) \$2,000 per year for new software or software upgrades for FY 2014 and FY 2015.

#### **FY 2014-FY 2015**

- \* Proposed Activity:

Conducting the SNHPC annual *Region Traffic Counting Program*, including preparation for and conducting traffic counts, review of completed counts, tracking of program progress, equipment repair and maintenance and transmittal of completed counts to NHDOT and transferring completed counts to the SNHPC website.

- \* Products:

Completed counts and maintenance of annual *Region Traffic Counting Program*.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/SNHPC
- \* Functional Responsibility: SNHPC

**402 Form 536**

Work related to all efforts in assisting NHDOT in the collection of and reporting on member community expenditures of transportation funding at the local level is included in this sub-task. Staff will assist NHDOT to gather information on expenditures of transportation funding at the local level, including any required training from NHDOT, gathering the information and transmitting the information to the NHDOT in a specified format.

FY 2014-FY 2015

\* Proposed Activity:

Completion of FHWA Form 536 for SNHPC member communities.

\* Products:

Completed FHWA Form 536 for SNHPC Member communities.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/SNHPC
- \* Functional Responsibility: SNHPC

**403 Geographic Information System**

This sub-task includes activities and staff time devoted to the development and maintenance of transportation data layers and other information that supports transportation planning. Specifically, efforts in this regard will focus on three areas: 1) linking traffic count data from the annual regional traffic counting program to the network of the SNHPC travel demand model; 2) linking the traffic count database with the GIS database and 3) linking various transportation features, such as traffic flows, accident history, level of service, level of congestion, transportation hubs, transit routes, land use and major activity centers with regional maps in GIS format. One potential use for this information will be to identify areas where issues of Environmental Justice may exist. This will be done to minimize or mitigate disproportionately high and adverse effects of transportation projects, programs and policies on minority and low-income populations.

In 2013, a link between the GIS and traffic count databases was established and made available to the public on the SNHPC website. Additional refinements to this link will be completed and work will begin on links to additional transportation features and the GIS database.

FY 2014-FY 2015

\* Proposed Activity:

Refinements to the GIS/Traffic Count databases and initial work on links between additional transportation features and the GIS system. Make additional work products available to the public on the SNHPC website.

\* Products:

Enhanced SNHPC GIS/Transportation data.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

#### **404 Demographics**

Activities related to gathering and evaluating demographic information essential for the MPO transportation planning program are included in this sub-task. The objective of this task is to continue with an expanded data collection and analysis program which is designed to provide current and projected estimates of socioeconomic conditions in the region essential to the MPO transportation planning program.

##### FY 2014-FY 2015

\* Proposed Activities:

1. Land Use Data/Roadway Inventory: Data on land use will be collected through review of building and occupancy permits. Site and subdivision plans will also be reviewed and supplemented by field verification and roadway networks on base mapping will be updated through the use of GPS technology.
2. Population: Previously developed population estimates by TAZ will be updated to ensure reasonableness.
3. Dwelling Unit Projection: A 20-year dwelling unit projection, done in consultation with various planning boards and planning directors, will be maintained for use in transportation planning activities.
4. Population Projection: Population projections for the region will be maintained in consultation with the NHOEP.
5. Employment Projection: Employment projections for the region will be maintained in consultation with the NHOEP.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/SNHPC
- \* Functional Responsibility: SNHPC

#### **405 Equipment**

Funding to purchase equipment and computer software required to carry out the transportation planning program included as part of the UPWP. This sub-task includes

the purchase of approximately \$5,000 per year in equipment and retirement of outdated equipment purchased through funds in prior UPWP programs. Some equipment purchases may require NHDOT pre-approval.

FY 2014-FY 2015

- \* Proposed Activity:

Purchasing equipment required to carry out the transportation planning program.

- \* Products:

Equipment utilized to carry out the transportation planning program.

- \* Staffing: SNHPC
- \* Funding Sources: FHWA/SNHPC
- \* Functional Responsibility: SNHPC

**406 Transportation Model**

The SNHPC model completed a full update in 2012 that established 2010 as the new base year for the model. Additionally, there will be no air quality conformity requirements likely for the duration of the FY 2014 – FY 2015 UPWP. This is because of EPA’s declaration of New Hampshire to be “unclassifiable/attainment” with the 2008 75 ppb ozone standard. As a result, it is anticipated that the model will not undergo a full update within the timetable of the FY 2014 – FY 2015 UPWP. Adjustments to the model are also anticipated to address changes to the Manchester Urbanized Area resulting from the 2010 Census. It is also anticipated that the Town of Windham will be incorporated into the model. The NHDOT may also require assistance with an update to the Statewide Household Travel Survey.

Additional expenses related to this task include 1) approximately \$2,000 per year will be required for TP+/VIPER travel demand forecasting software maintenance and \$4,000 per year for GIS ArcInfo software maintenance.

FY 2014-FY 2015

- \* Proposed Activity: Enhancements to SNHPC regional travel demand model.
- \* Products: Updated SNHPC regional travel demand model.
- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

**500 TECHNICAL ASSISTANCE & SUPPORT**

To provide technical assistance and coordinate activities with municipalities, state agencies, subcommittees, other RPCs, local partner organizations, and transit agencies toward transportation planning goals and objectives.

## 501 Local & Regional Assistance

This task includes providing transportation planning assistance to member communities on an as-needed basis. Individual assistance tasks have consisted of working with municipalities on Complete Street, Safe Routes to School, Scenic Byway Projects, and other sustainable land use-transportation techniques, facilitating the Regional Trails Coordinating Council, assessing culverts and bridges, scoping, review and comment on traffic impact studies, conducting and updating access management plans and other corridor studies, transportation chapters of local master plans, conducting special data collection (i.e. surveys, traffic counting, speed studies, classification studies, turning movement counts), digitizing tax maps, assistance with transportation content for grant applications and other technical assistance. It is anticipated that an access management plan for the NH 114A Pinardville corridor in Goffstown will be completed as part of this sub-task. Transportation staff will also continue to provide assistance to member communities related to obtaining funding for infrastructure improvements through the Highway Safety Improvement Plan.

### FY 2014-FY 2015

#### \* Proposed Activities:

1. Review and comment on traffic impact analyses (estimate of twenty reviews)
2. Updates of corridor studies and master plans (estimate of one study)
3. Special counts such as speed or turning movements (estimate of four counts)
4. Digitizing tax maps for use in transportation/land use linkages
5. Assist with grant applications (estimate of eight applications)
6. Assist with locally focused programs (estimate of one project)
7. Signal warrant studies (estimate of two projects)
8. Assistance with applications for HSIP funding (estimate of four projects)

\* Products: Memoranda summarizing reviews of traffic impact studies, corridor studies, updated master plans, special counts/data, digitized tax maps, completed grant and other funding applications.

\* Staffing: SNHPC

\* Funding Sources: FHWA/FTA/SNHPC

\* Functional Responsibility: SNHPC

## 502 Statewide Assistance

Activities related to providing technical assistance for projects, plans and committees that affect the State of New Hampshire. Commission staff will continue to participate in the development of Safe Routes to School activities in cooperation with the NHDOT and member communities. Committee membership and assistance to member communities related to the widening of I-93, including participation in meetings of the Incident Management Technical Steering and Transportation Demand Management Committees. Additional assistance may also be given to member communities to design and complete Context Sensitive Design (CSS) projects in conjunction with the NHDOT. Staff will also provide assistance to NHDOT to update HPMS data for designated sections of roadway.

Staff will also provide assistance on state-wide transportation related organizations such Commute Green and Transport New Hampshire.

FY 2014-FY 2015

- \* Proposed Activity: Technical assistance to member communities related to projects, plans and committees that affect the State of New Hampshire.
- \* Products: Documentation related to completed technical assistance projects.
- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

**503 Local Public Agency Program Support**

Activities related to providing assistance to member communities/agencies to apply for and manage local public agency projects are included in this sub-task. This sub-task will largely consist of assistance provided to member community/agencies related to programs such as the Congestion Mitigation and Air Quality (CMAQ) and Transportation Enhancement (TE), which have been restructured and incorporated into the Transportation Alternatives (TA) program within MAP-21.

FY 2014-FY 2015

- \* Proposed Activity: Technical assistance to member communities related to TA programs such as CMAQ and TE.
- \* Products: Local assistance with CMAQ and TE applications.
- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

**504 Special Projects**

This task includes work related to special projects undertaken by SNHPC with the approval of NHDOT. Work includes projects involving substantial work efforts for member communities, local organizations and other groups or agencies. Examples include tasks related to the completion of work related to the development of the John Stark Scenic Byway, Upper Lamprey Scenic Byway and Frost/Stagecoach Scenic Byway projects. Work related to the continuing development of the Regional Trails Coordinating Council is also included in this sub-task.

FY 2014-FY 2015

- \* Proposed Activity: Assistance related to special projects for member communities, local organizations and other groups or agencies.
- \* Products: Completed studies and documentation of additional technical assistance.
- \* Staffing: SNHPC

- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

**505 Regional Coordinating Councils**

It is anticipated that the Commission staff will continue participation in the activities of Regional Coordination Councils (RCCs) in Region 8 (Greater Manchester) and Region 9 (Greater Derry/Salem). Activities included in this task will involve preparation for, attendance at and other activities related to meetings of the Region 8 and Region 9 RCCs, attendance at SCC meetings and other tasks involving the coordination of community transportation in these regions. SNHPC is currently serving as Lead Agency for Region 8 FTA 5310 Purchase of Service projects and it is anticipated that staff will continue in this capacity for subsequent rounds of FTA 5310 funding that will occur during the FY 2014 – FY 2015 UPWP. An update of the *Coordinated Public Transit-Human Services Transportation Plan for the SNHPC Region* is also anticipated during the FY 2014 – FY 2015 UPWP.

FY 2014-FY 2015

- \* Proposed Activity: Activities related to the RCCs for Region 8 and Region 9, including preparation for and attendance at RCC meetings, grant applications, work related to the maintenance and updating of the *Coordinated Public Transit-Human Services Transportation Plan for the SNHPC Region* and other work related to the coordination of community transportation.
- \* Products: Completed meeting agendas, meeting minutes, documentation involving other coordination activities and the updated *Coordinated Public Transit-Human Services Transportation Plan for the SNHPC Region*.
- \* Staffing: SNHPC
- \* Funding Sources: FHWA/FTA/SNHPC
- \* Functional Responsibility: SNHPC

**506 Transit Assistance**

This task consists of activities related to local, regional, and state transit operators and organizations. In the SNHPC region, Manchester Transit Authority (MTA) provides fixed-route bus services as well as a complimentary paratransit program for those individuals unable to use fixed-route services. Additionally, the Cooperative Alliance for Regional Transportation (CART) provides demand response transportation to a five-town town service area including Chester, Derry, Londonderry and Windham in the SNHPC region. CART works to coordinate the efforts of a range of existing agencies providing demand responsive van service to those in need of transportation and expand service available by leveraging federal transit funds available to the region.

Activities in this task will include planning efforts in collaboration with the MTA designed to monitor and evaluate system performance and increase transit ridership. Monitoring the recommendations of the recently completed FY 2013 – FY 2017 Short Range Transit Plan will also be included. Other work will include production of system maps and related materials, meeting with the MTA and documenting and coordinating

FTA Section 5307 capital and operating funding requests. Other activities may include analysis of ridership data to identify new routes, compilation of transit operating data and general and comprehensive transit planning. This sub-task will also include work related to determining demand for new transit services in the Concord/Manchester corridor.

Staff will also participate in meetings of the CART Board of Directors and Executive Committee and will participate in additional activities designed to further develop and maintain CART service. During the FY 2014 – FY 2015, it is anticipated that CART will begin a transition towards providing fixed services as a response to new guidelines for use of FTA 5307 funding. As a result, staff will participate in activities designed to facilitate this transition. Other more general activities will include grant applications, coordination with CART member communities and service planning and monitoring activities.

SNHPC staff will continue to participate in follow-on activities related to the development of a regional transit system in this area. These activities will include coordination with other state MPOs, elected officials, representatives of member communities and government agencies. SNHPC will continue to be involved in the development of analysis required for the expansion of passenger rail service into the region. Staff will provide assistance related to the \$2.2 million FRA grant awarded to NHDOT to fund planning and environmental study for this service. SNHPC will also continue to participate in the activities of the New Hampshire Rail Transit Authority.

#### FY 2012-FY 2013

- \* Proposed Activity: Planning assistance to MTA and CART, including participation in the CART Board of Directors and Executive Committee. Additional work designed to develop the concept of a regional transit authority. Assistance to stakeholders involved in the expansion of passenger rail to the region, including updates to required environmental documentation. Continue participation in the New Hampshire Rail Transit Authority.
- \* Products: Completed meeting agendas, meeting minutes for CART Board of Directors and Executive Committee, documentation involving other assistance activities coordination activities and documentation related to participation in the New Hampshire Rail Transit Authority.
- \* Staffing: SNHPC
- \* Funding Sources: FTA/SNHPC
- \* Functional Responsibility: SNHPC

**TABLE 1- FUNDING SOURCES FOR FY 2014 AND 2015**

TASK	FHWA/PL <sup>1</sup>	PL MATCH <sup>2</sup>	FTA/SECT 5303 <sup>3</sup>	FTA MATCH <sup>4</sup>	TOTAL
<b>100 - ADMINISTRATION &amp; TRAINING</b>	179,240	44,810	224,050	11,203	280,063
<b>200 - POLICY &amp; PLANNING</b>	233,492	58,373	291,865	17,995	381,840
<b>300 - PUBLIC INVOLVEMENT &amp; COORDINATION</b>	107,520	26,880	134,400	6,720	168,000
<b>400 - PLAN SUPPORT</b>	271,936	67,984	339,920	5,600	367,920
<b>500 - TECHNICAL ASSISTANCE &amp; SUPPORT</b>	168,781	42,195	210,976	37,133	396,640
<b>TOTAL</b>	<b>960,969</b>	<b>240,242</b>	<b>1,201,211</b>	<b>78,650</b>	<b>1,594,463</b>

<sup>1</sup> = 80% of PL Funded Tasks

<sup>2</sup> = 20% of PL Funded Tasks

<sup>3</sup> = 80% of Section 5303 Funded Tasks

<sup>4</sup> = 20% of Section 5303 Funded Tasks

**TABLE 2- FUNDING SOURCES FOR FY 2014**

TASK	FHWA/PL <sup>1</sup>	PL MATCH <sup>2</sup>	FTA/SECT 5303 <sup>3</sup>	FTA MATCH <sup>4</sup>	TOTAL		
100 - ADMINISTRATION & TRAINING	89,620	22,405	112,025	22,405	5,601	28,006	140,031
200 - POLICY & PLANNING	104,344	26,086	130,430	29,160	7,290	36,450	166,880
300 - PUBLIC INVOLVEMENT & COORDINATION	53,760	13,440	67,200	13,440	3,360	16,800	84,000
400 - PLAN SUPPORT	139,168	34,792	173,960	11,200	2,800	14,000	187,960
500 - TECHNICAL ASSISTANCE & SUPPORT	84,365	21,091	105,456	74,291	18,573	92,864	198,320
<b>TOTAL</b>	<b>471,257</b>	<b>117,814</b>	<b>589,071</b>	<b>150,497</b>	<b>37,624</b>	<b>188,121</b>	<b>777,191</b>

<sup>1</sup>= 80% of PL Funded Tasks

<sup>2</sup>= 20% of PL Funded Tasks

<sup>3</sup>= 80% of Section 5303 Funded Tasks

<sup>4</sup>= 20% of Section 5303 Funded Tasks

**TABLE 3- FUNDING SOURCES FOR FY 2015**

TASK	FHWA/PL <sup>1</sup> PL MATCH <sup>2</sup>	FTA/SECT 5303 <sup>3</sup>	FTA MATCH <sup>4</sup>	TOTAL			
<b>100 - ADMINISTRATION &amp; TRAINING</b>	89,620	22,405	112,025	22,405	5,601	28,006	140,031
<b>200 - POLICY &amp; PLANNING</b>	129,148	32,287	161,436	42,820	10,705	53,524	214,960
<b>300 - PUBLIC INVOLVEMENT &amp; COORDINATION</b>	53,760	13,440	67,200	13,440	3,360	16,800	84,000
<b>400 - PLAN SUPPORT</b>	132,768	33,192	165,960	11,200	2,800	14,000	179,960
<b>500 - TECHNICAL ASSISTANCE &amp; SUPPORT</b>	84,416	21,104	105,520	74,240	18,560	92,800	198,320
<b>TOTAL</b>	<b>489,713</b>	<b>122,428</b>	<b>612,141</b>	<b>164,105</b>	<b>41,026</b>	<b>205,131</b>	<b>817,271</b>

<sup>1</sup> = 80% of PL Funded Tasks

<sup>2</sup> = 20% of PL Funded Tasks

<sup>3</sup> = 80% of Section 5303 Funded Tasks

<sup>4</sup> = 20% of Section 5303 Funded Tasks

## Implementation Schedule - Fiscal Years 2014 & 2015 For PL Funded Tasks

Description	FY 2014												FY 2015											
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
101 - Invoices & Accounting																								
102 - Program Administration																								
103 - Training																								
104 - Indirect Cost Adjustments																								
105 - Performance Measures																								
201 - 10-Year Plan																								
202 - Land Use & Environmental Linkages																								
203 - Transportation Planners Collaborative																								
204 - Interagency Consultation																								
205 - Transportation Improvement Program																								
206 - Congestion Management Process																								
207 - Intelligent Transportation Systems																								
209 - Transportation Conformity																								
210 - Metropolitan/Long Range Transportation Plan																								
301 - Transportation Advisory Committee																								
302 - Planning Commissions/Committee Meetings																								
303 - Public Involvement Plan																								
304 - Public Outreach																								
305 - Policy Committees																								
401 - Traffic Counts																								
402 - Form 536																								
403 - Geographic Information System																								
404 - Demographics																								
405 - Equipment																								
406 - Transportation Model																								
501 - Local & Regional Assistance																								
502 - Statewide Assistance																								
503 - Local Public Agency Program Support																								
504 - Special Projects																								
505 - Regional Coordinating Councils																								
506 - Transit Assistance																								



**CERTIFICATE OF VOTE**

I, Barbara Griffin, (Chairman) of the SNHPC, do hereby certify that at a meeting held on 3/26/13:

1. I am the duly elected and acting Chairman of the Southern NH Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Southern NH Planning Commission Executive Committee authorized the Executive Director, David Preece, to execute any documents which may be necessary to effectuate the UPWP contract:
3. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Southern NH Planning Commission on this 12<sup>th</sup> day of April, 2013.

Barbara Griffin  
(name, position) CHAIR

STATE OF NEW HAMPSHIRE  
County of Hillsborough

On this 12<sup>th</sup> day of April, 2013, before me Linda Moore, the undersigned officer, personally appeared, Barbara Griffin, who acknowledged him/herself to be the Chairman of the Southern NH Planning Commission, and that he/she, as such Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

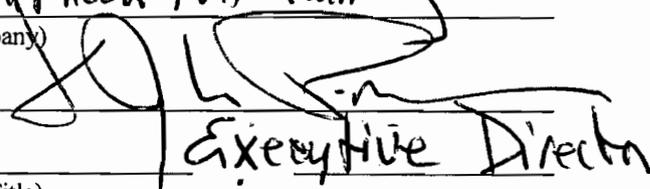
Linda Moore  
Notary Public, Justice of the Peace  
(Official Seal)

9/9/14  
My Commission Expires



**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.

Southern NH Planning Commission  
\_\_\_\_\_  
(Company)  
By:   
\_\_\_\_\_  
(Title) Executive Director

Date: 4/12/13

**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 Executive Director and duly-authorized representative of the firm of Southern NH Planning Commission, 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:

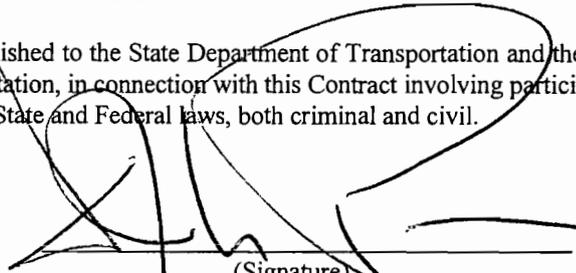
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving 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.

4/12/13  
(Date)

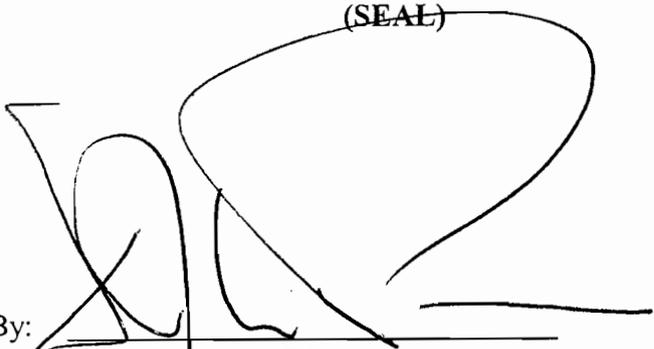
  
(Signature)

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

**Consultant**

CONSULTANT

Dated: 4/23/12

(SEAL)  
By:   
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

Dated: 4/24/13

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: 4/24/13

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-42 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:

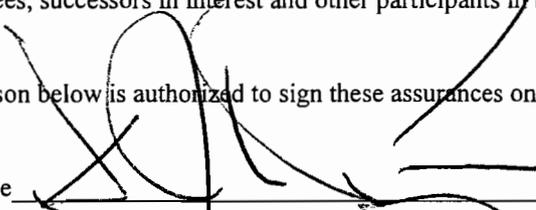
*The AGENCY TITLE, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on 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: 4/12/13  
Name/Title David J. Preere, Executive Director

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 Adminstration of Planning Funds guidebook. The Subrecipient understands that the NH Department's Adminstration 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.

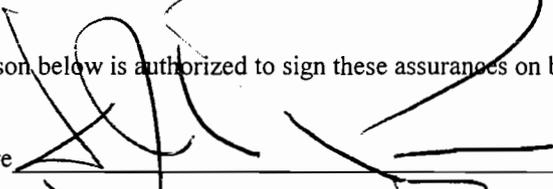
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, agreements, property, discounts or other Federal financial assistance extended after the date hereof to the RECIPIENT by the State, acting for the U.S. Department of Transportation UNDER THE 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:

Name/Title

 4/12/13  
 David J. Freere, Executive Director

### CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Southern NH Planning Commission Member Number: 334-070105-13		Company A: Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurance	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products-Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <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 <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurance	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurance	\$N/A
			Aggregate	\$N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013		\$ Per Scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employer's Liability (Coverage B)	7/1/2012	6/30/2013	Statutory / Cov. A	
			Each Accident / Cov. B	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$2,000,000
Description: State of New Hampshire, DOT is named as Additional Covered Party relative to the UPWP Contract.				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input checked="" type="checkbox"/> Additional Covered Party	— Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		

<b>Certificate Holder:</b> State of New Hampshire-DOT Sharon Allaire-Bureau of Planning State of New Hampshire, Dept of DOT PO Box 483 Concord NH 03302	<b>Date Issued: 3/27/2013</b>	<b>Please direct inquiries to:</b> Debra A. Lewis 603.224.7447x3332
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