



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

APR 23 2013 9:06 DAS



219 Bond

CHRISTOPHER D. CLEMENT, SR. COMMISSIONER

JEFF BRILLHART, P.E. ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance April 23, 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 Central NH Regional Planning Commission (Vendor #154613), Concord, NH, in the amount of \$451,240 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:

Table with 3 columns: Description, FY 2014, FY 2015. Row 1: 04-96-96-962015-3022 SPR Planning Funds. Row 2: 072-500575 Grants to Non-Profits-Federal. Values: \$232,560 and \$218,680.

EXPLANATION

Central NH Regional Planning Commission is the primary planning agency in the central part of the state covering twenty communities. Central NH Regional Planning Commission also staffs a Transportation Advisory Committee (TAC) with participation from member communities. The purpose of this TAC is to participate in the Transportation Planning process including prioritization of transportation projects and the development of transportation plans. Currently information related to transportation projects such as GIS, land use, and traffic data, has already been developed and is maintained by Central NH Regional Planning Commission. NHDOT and Central NH Regional Planning Commission have been working in cooperation and procedures have been developed for a variety of transportation planning issues.

As part of the program, Central NH Regional Planning Commission will continue to develop and maintain a comprehensive and integrated database consisting of socioeconomic, transportation and land use information; evaluate transportation policies, projects, and planning activities for compatibility with existing and new regulations; identify and prioritize regional transportation projects, and update

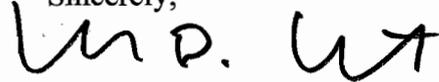
coordinated plan for Concord-Laconia region. The Central NH Regional Planning Commission will also provide staffing on the Transportation Advisory Committee to provide an opportunity for public involvement; public participation to maintain and enhance in the regional and statewide transportation planning processes, participate in Concord-Manchester Transit Service Feasibility Study, and facilitate rideshare service for the region.

The Central NH Regional Planning Commission can accomplish this work for a total fee not to exceed \$451,240.00. The funding to be used is from Federal Highway Administration (FHWA). The Federal portion, 100%, (\$451,240.00) is Federal Aid (involving Statewide Planning & Research (SPR) funds), with federal matching requirements accomplished through using Turnpike Toll Credits. Turnpike Toll Credit is being utilized for match requirements, effectively using 100% Federal Funds.

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,

A handwritten signature in black ink, appearing to read 'C.D. Clement', written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

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

PREAMBLE

THIS AGREEMENT made by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and The Central NH Regional Planning Commission, with principal place of business at 28 Commercial Street, in the City of Concord, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to continue the comprehensive cooperative transportation planning process in all communities falling under the jurisdiction of the Central NH Regional Planning Commission.

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 render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. LOCATION AND DESCRIPTION OF PROJECT

All communities falling under the jurisdiction of the Central NH Regional Planning Commission

B. SCOPE OF WORK

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

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.

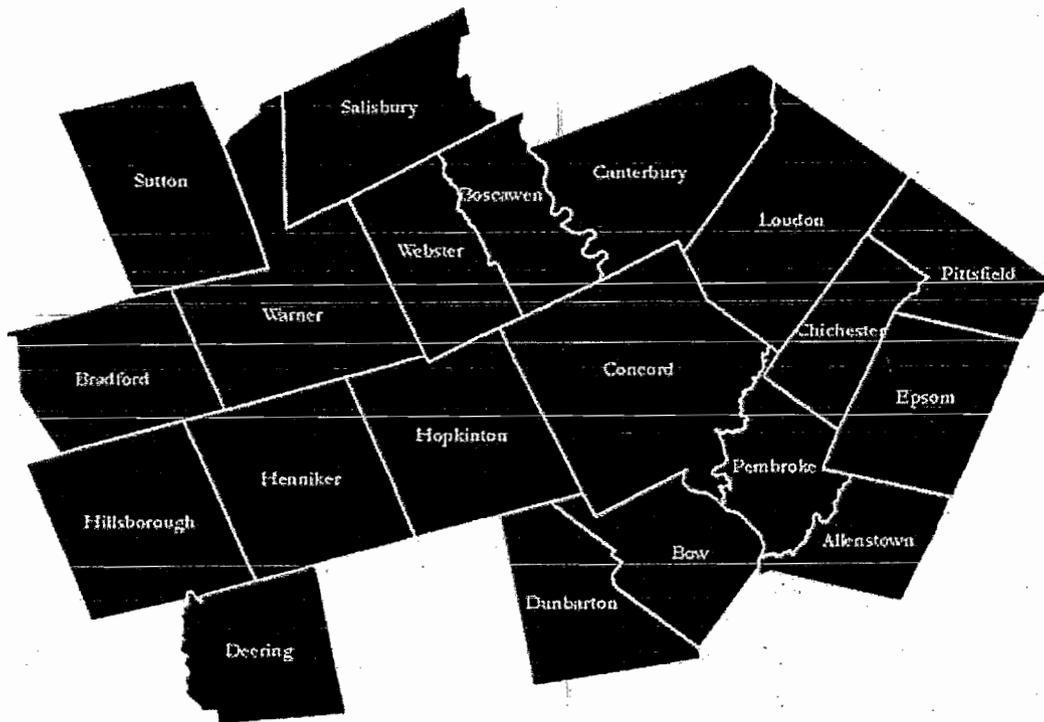
D. WORK SCHEDULE AND PROGRESS REPORTS

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.

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.

CENTRAL NEW HAMPSHIRE REGIONAL PLANNING COMMISSION



FY 2014/15 UNIFIED PLANNING WORK PROGRAM



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Introduction

Since its reactivation in 1986, the Central New Hampshire Regional Planning Commission (CNHRPC) has executed an integrated transportation and land use planning program. Some of the overarching themes of this program have included consideration of the effects of transportation policies on land use, the need for consistency between land use and transportation policies, the need for and advisability of a broad range of public involvement, an increased consideration of alternative modes of transportation during the planning process, and the continued dialogue between state, regional, and local officials and offices.

This two year work program outlines tasks for FY14 and FY15 and is the implementation and execution of the collaboration and partnership between CNHRPC and New Hampshire Department of Transportation (NHDOT). CNHRPC will continue to strengthen its capacity so that it may assist and serve its member communities, work collaboratively with NHDOT, and participate fully in regional land use and transportation issues.

Goals and Objectives

The goals of the CNHRPC biennial UPWP are:

- To plan for the safety and mobility of the people of the CNHRPC region;
- To provide local transportation planning assistance to member municipalities, particularly mobility plans and activities;
- To prepare for the potential designation of the CNHRPC urbanized area as an MPO;
- To support comprehensive, coordinated and continuous transportation planning for the safe and efficient movement of people and goods consistent with the region's overall economic, social and environmental goals;
- To partner with NHDOT in striving for transportation excellence to enhance the quality of life in New Hampshire; and
- To continue the development of CNHRPC's Program for Alternative Transportation and Health (PATH).

Category 100 – Administration and Training

GOAL: To provide management and support services including bookkeeping and contract development that are necessary for the transportation planning program. Staff training is also included in this category, and is essential to providing the highest quality professional planning services to member communities.

Task 101 Invoices and Accounting

Objective: Preparation and submission of a monthly invoice in a format and method specified by NHDOT. Preparation of monthly detailed reports, with full information under each of the categories and tasks for which payment is requested, in a format approved by NHDOT.

Proposed Activities:

- Complete bookkeeping, billing, monthly progress reporting, and contract development related to the Unified Planning Work Program.
- Complete annual financial audits.
- Develop indirect cost rate proposal for FY 2016-2017 (FY 2015).
- Participate in periodic NHDOT, FHWA, or FTA reviews of indirect cost rate.

Deliverables:

- Monthly QuickBooks reports for all UPWP staff.
- Monthly invoices.
- Annual auditor's report, including review of indirect costs.
- Indirect cost rate proposal for FY 2016-2017 (FY 2015).

Task 102 Program Administration

Objective: To complete activities related to the general administration of the Unified Planning Work Program to ensure compliance with federal and state regulations and to produce quality work products.

Proposed Activities:

- Participate in staff meetings and coordinate the management of staff dedicated to the Unified Planning Work Program.
- Develop monthly UPWP progress reports.
- Prepare for and participate in Unified Planning Work Program reviews with NHDOT, FHWA, and/or FTA including the mid-term UPWP Status Conference.
- Development of a Unified Planning Work Program for FY 2016-2017, and administration of updates to the FY 2014-2015 work program as-needed.

Deliverables:

- Annual progress report including FHWA Form 269A Financial Status Report.
- FY 2014-2015 Mid-term Status Conference.
- FY 2014-2015 UPWP adjustment requests.
- FY 2016-2017 Unified Planning Work Program.

Task 103 *Training*

Objective: To provide training opportunities for staff to increase knowledge base and improve abilities to provide communities with the highest quality professional transportation planning services.

Proposed Activities:

- Attendance at transportation conferences and training for staff to improve and maintain transportation planning and policy, GIS, and other related skills. Specific tasks include, but are not limited to, the following:
 - Transportation training events offered by FHWA, FTA, NHDOT, CTAA (Community Transportation Association of America), NTI (National Transit Institute), ITE (Institute of Transportation Engineers) and other relevant organizations.
 - GIS training offered by ESRI and regional academic institutions.
 - Statistical data training offered by the US Census Bureau, NHOEP and other relevant organizations.
 - Air Quality Transportation Conformity training offered by the EPA.

Deliverables:

- Documentation of attendance and participation in transportation training and conferences submitted to NHDOT.

Task 104 *VACANT*

Task 104 is intentionally vacant.

Task 105 *Performance Measures*

Objective: To develop, implement, or track CNHRPC performance measures related to the delivery of services or compliance with applicable state and federal rules and regulations.

Proposed Activities:

- Organize and facilitate meetings with the CNHRPC TAC to develop and track performance measures.

- Collect data as necessary to develop, implement, and track performance measures.
- Track and report performance measures.

Deliverables:

- CNHRPC performance measures, with associated implementation and tracking methodology.

Summary: Category 100 - Administration and Training

Proposed Performance Measures:

- Completion of all necessary accounting tasks on a monthly basis.
- Development of indirect cost rate proposal for FY 2016-2017.
- Development of FY 2016-17 UPWP.
- Participation in applicable training opportunities.
- Professional certification of Transportation Program staff by relevant professional bodies.
- Further development and tracking of performance measures.

Budget Summary: Category 100 - Administration and Training

	Fiscal Year 2014		Fiscal Year 2015	
	Hours*	Budget	Hours*	Budget
Task 101 - Invoices and Accounting	120	\$6,750	152	\$8,500
Task 102 - Program Administration	104	\$6,000	104	\$6,000
Task 103 - Training	72	\$5,000	72	\$5,000
Task 104 - VACANT	-	-	-	-
Task 105 - Performance Measures	44	\$2,500	44	\$2,500
Total	340	\$20,250	372	\$22,000

* Includes 20% Toll Credit Match

Category 200 – Policy and Planning

GOAL: To ensure that transportation plans and policies are reviewed and updated to reflect regional goals and address evolving local concerns. This category 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.

Task 201 Ten-Year Plan/GACIT

Objective: To assist the Transportation Advisory Committee (TAC) in identifying projects of local and regional importance for the Ten-Year Transportation Improvement Plan. This task includes updating and submitting project priorities, and conducting public outreach for the Ten-Year Transportation Improvement Plan per the processes established in RSA 228:99 and RSA 240.

Proposed Activities:

- Facilitate local and regional input in the Ten-Year Plan.
- Coordinate the regional Ten-Year Plan update schedule with NHDOT staff.
- Participate on policy-level committees related to the Ten-Year Plan.
- Participate in the Ten-Year Plan hearings sponsored by the Governor's Advisory Council on Intermodal Transportation (GACIT).

Deliverables:

- Program of regional project priorities and associated recommendations for the Ten-Year Transportation Improvement Plan.

Task 202 Land Use and Environmental Linkages

Objective: To provide transportation planning assistance to municipalities, partner organizations, and transit agencies in support of federal and state livability, climate change, and sustainability initiatives. This task includes activities that coordinate land use and transportation initiatives.

Proposed Activities:

- Incorporate discussions related to transportation, land use and environmental linkages in specific chapters of local master plans and other local, regional and statewide planning activities.
- Assist municipalities in the development of complete streets programs.

Deliverables:

- Documentation of activities/products undertaken will include copies of documents and meeting agenda/minutes.

Task 203 *Transportation Planners Collaborative (TPC)*

Objective: To participate in quarterly meetings of the New Hampshire Transportation Planners Collaborative and its Steering Committee.

Proposed Activities:

- Participate in the quarterly meetings of the New Hampshire Transportation Planners Collaborative.

Deliverables:

- Attendance and participation in New Hampshire Transportation Planners Collaborative meetings.

Task 204 *Interagency Consultation*

Objective: To participate, as appropriate, in the Interagency Consultation process.

Proposed Activities:

- Participate with NHDOT, NHDES, FHWA, FTA, EPA and other Regional Planning Commissions in New Hampshire's Interagency Consultation process.

Deliverables:

- Attendance and participation in Interagency Consultation meetings and conference calls.

Task 205 *Regional/Statewide Transportation Improvement Program*

Objective: To assist the Transportation Advisory Committee (TAC) in developing a revised Regional Transportation Improvement Plan (TIP). This task includes regional efforts to support the development of the Statewide Transportation Improvement Program (STIP).

Proposed Activities:

- Examine the region's transportation system needs and summarize key transportation needs.
- Organize and facilitate the regional Ten-Year Plan project solicitation process.

- Participate in project scoping and development meetings within the region.
- Conduct public outreach related to the development of the Regional Transportation Improvement Program and Statewide Transportation Improvement Program.

Deliverables:

- Preparation of a revised Regional Transportation Improvement Program in FY 2015.
- Regional recommendations for the Statewide Transportation Improvement Program (STIP).

Task 206 *VACANT*

Task 206 is intentionally vacant.

Task 207 *Intelligent Transportation System*

Objective: To participate, as applicable, in the continued development of regional and statewide Intelligent Transportation Systems.

Proposed Activities:

- Participate, as applicable, in all planning meetings related to regional and statewide Intelligent Transportation Systems planning. Provide assistance to NHDOT staff as necessary.

Deliverables:

- Documentation of meetings attended and assistance provided related to Intelligent Transportation Systems.

Task 208 *Regional Transportation Plan*

Objective: To develop an up-to-date Long Range Regional Transportation Plan that recognizes the critical relationship between transportation and land use in the Central NH Region.

Proposed Activities:

- Work with the CNHRPC TAC and member communities to conduct outreach and develop a draft Regional Transportation Plan Update that integrates both current and future transportation issues that are of local, regional and statewide importance.
- Develop revisions to the Land Use Chapter of the Central NH Regional Plan that reflect the interrelationship between transportation and land use in the region.

Deliverables:

- Development and adoption of an updated Central NH Regional Transportation Plan.
- Draft revisions to the Land Use Chapter of the Central NH Regional Plan that reflect the interrelationship between transportation and land use in the region.

Task 209 *Transportation Conformity*

Objective: To participate, receive training, and provide assistance to NHDOT staff, as applicable, in issues related to Transportation Conformity.

Proposed Activities:

- Participate, as applicable, in all planning meetings related to Transportation Conformity, including any available training. Provide assistance to NHDOT staff as necessary.

Deliverables:

- Documentation of meetings and training attended as well as assistance provided related to transportation conformity.

Task 210 *VACANT*

Task 210 is intentionally vacant.

Summary: Category 200 - Policy and Planning

Proposed Performance Measures:

- Completion of proposed activities such as the Regional Transportation Plan and elements of the Central NH Regional Plan Land Use Chapter.
- Successful coordination and facilitation of regional Transportation Improvement Program and GACIT/Ten Year Plan process.
- Participation in quarterly TPC meetings.
- Incorporation of transportation, land use and environmental linkages in other regional planning commission activities and projects.
- Participate and receive training in issues related to Intelligent Transportation Systems and Transportation Conformity.

Budget Summary: Category 200 - Policy and Planning

	Fiscal Year 2014		Fiscal Year 2015	
	Hours*	Budget	Hours*	Budget
Task 201: Ten-Year Plan/GACIT	102	\$6,000	-	-
Task 202: Land Use and Environmental Linkages	34	\$3,000	34	\$3,000
Task 203: Transportation Planners Collaborative	30	\$1,500	30	\$1,500
Task 204: Interagency Consultation	10	\$600	10	\$600
Task 205: Regional/Statewide TIP	-	-	255	\$14,000
Task 206: VACANT	-	-	-	-
Task 207: Intelligent Transportation System	4	\$250	4	\$250
Task 208: Regional Transportation Plan	92	\$5,000	-	-
Task 209: Transportation Conformity	10	\$500	10	\$500
Task 210: VACANT	-	-	-	-
Total	282	\$16,850	343	\$19,850

* Includes 20% Toll Credit Match

Category 300 – Public Involvement & Coordination

GOAL: To provide meaningful public involvement in all phases of the development of transportation plans, policies, project, and priorities. This category includes informing the public about topical transportation planning policy developments, including the Moving Ahead for Progress in the 21st Century Act (MAP-21), and ensuring the coordination of municipal, regional, and statewide land use and transportation planning processes.

Task 301 CNHRPC Transportation Advisory Committee

Objective: To provide the necessary organizational, administrative and technical support for the CNHRPC Transportation Advisory Committee (TAC) and to encourage increased public participation in both municipal and regional forums on transportation policy decisions.

Proposed Activities:

- Facilitation of regular Transportation Advisory Committee (TAC) meetings.
- Development of TAC meeting agendas, summaries, and other supporting documents.
- Educate the TAC on key transportation planning concepts, including proactive infrastructure maintenance, Context Sensitive Solutions, Access Management, Transportation Demand Management, alternative modes of transportation, corridor planning, and the relationship between land development and travel demand.

Deliverables:

- TAC meeting agendas, minutes, attendance records, and other supporting documents.

Task 302 Planning Commission/Committee Meetings

Objective: To provide transportation planning assistance to the Central NH Regional Planning Commission and sub-committees thereof.

Proposed Activities:

- Participation in transportation-related meetings of the Central NH Regional Planning Commission and its sub-committees.
- Educate the Central NH Regional Planning Commission and its sub-committees about key transportation planning concepts, including proactive infrastructure maintenance, Context Sensitive Solutions, Access Management, Transportation Demand Management, transportation option, corridor planning, and the relationship between land development and travel demand.

Deliverables:

- Central NH Regional Planning Commission and sub-committee meeting agendas, summaries and other supporting documents.

Task 303 *Public Involvement Plan*

Objective: To review and update the Central NH Regional Planning Commission Public Involvement Plan as necessary.

Proposed Activities:

- Review and update the CNHRPC Public Involvement Plan in coordination with the CNHRPC TAC.

Deliverables:

- Updated CNHRPC Public Involvement Plan.

Task 304 *Public Outreach*

Objective: To provide informative outreach to assist communities in transportation planning efforts. In the interest of providing all persons/groups with the opportunity to provide input in the transportation planning process, the Central NH Regional Planning Commission will target outreach efforts toward low income and minority populations, including persons/groups with Limited English Proficiency (LEP).

Proposed Activities:

- Maintain the CNHRPC website as a source of transportation information.
- Create and distribute transportation-related electronic newsletters articles on a periodic basis.
- Organize and facilitate public meetings to discuss current transportation planning topics, including the Regional Transportation Plan and various studies completed by the CNHRPC.
- Organize targeted meetings with local Select boards and Planning Boards to discuss transportation planning topics and current regional and statewide transportation planning efforts.
- Educate municipalities of the importance of proactive transportation planning, including studies of major travel corridors in the region.
- Educate communities about the importance of implementing transportation plans, including the Central NH Regional Transportation Plan, Regional Transportation Improvement Program, corridor studies, public transit-human service coordination plans, short-range transit plans, and ADA complimentary paratransit plans.

- Continue to explore ways to increase participation in the transportation planning process by those with special transportation needs, including low-income, elderly and disabled citizens, and minority populations.
- Development of updated Public Involvement Plan.
- Continue to work cooperatively with communities to raise public awareness of key transportation planning concepts, including proactive infrastructure maintenance, Context Sensitive Solutions, Access Management, Transportation Demand Management, transportation options, corridor planning, and the relationship between land development and travel demand.

Deliverables:

- Up-to-date CNHRPC website, including:
 - Posting meeting agendas at least seven days in advance of meetings.
 - Posting topical transportation planning documents.
 - Providing up-to-date listings of meeting minutes and agendas.
 - Periodic transportation-related electronic newsletter articles.
 - Public outreach on transportation planning issues of regional importance.
 - Better informed local Select boards and Planning Boards.
 - Increased participation among citizens with special transportation needs.

Task 305 VACANT

Task 305 is intentionally vacant.

Summary: Category 300 – Public Involvement and Coordination

Proposed Performance Measures:

- Increased TAC membership and participation.
- Enhanced communication with local communities and residents regarding transportation-related issues.
- Completion of updated CNHRPC Public Involvement Plan.

Budget Summary: Category 300 – Public Involvement and Coordination

	Fiscal Year 2014		Fiscal Year 2015	
	Hours*	Budget	Hours*	Budget
Task 301 - CNHRPC Trans. Advisory Committee	276	\$15,000	276	\$15,000
Task 302 - Planning Comm./Committee Meetings	6	\$500	6	\$500
Task 303 - Public Involvement Plan	-	-	9	\$500
Task 304 - Public Outreach	168	\$8,500	168	\$8,500
Task 305 - VACANT	-	-	-	-
Total	450	\$24,000	459	\$24,500

* Includes 20% Toll Credit Match

Category 400 – Plan Support

GOAL: To support the development of municipal, regional, and statewide transportation plans and policies by collecting and maintaining a comprehensive set of traffic, demographic, 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.

Task 401 Traffic Data Collection

Objective: To collect, analyze, and present traffic volume data for use in NHDOT project development, HPMS submittals to FHWA, statewide traffic volume database development, meet local requests, and for other tasks within the Unified Planning Work Program. To collect, analyze, and present non-motorized transportation (bicycle and pedestrian) volume data such as tracking shared use trail use and on-road facilities to be used in CNHRPC and local project development.

Proposed Activities:

- Conduct up to 120 automatic traffic volume counts at established NHDOT counter locations within the CNHRPC region, excluding counts conducted on interstates and turnpikes. Counts will be distributed to each community and published on the Internet. Continue the maintenance of the enhanced annual regional traffic counting program.
- Conduct up to 100 automatic traffic volume counts to collect data to assist with future regional transportation modeling efforts and other projects. Solicit local (maximum of 10 per member community) and regional count requests and coordinate with the statewide counting program. Counts will be distributed to each community and published on the Internet.
- Conduct up to 20 counts annually before and after the Loudon International Speedway events as requested by NHDOT.
- Conduct manual turning movement counts (12 hour duration) at specific locations within the CNHRPC region upon request by NHDOT and as needed for specific plans and studies.
- Conduct manual vehicle classification counts (12 hour duration) or speed studies within the CNHRPC region as requested by NHDOT and as needed for specific plans and studies.
- Investigate a more efficient motorized and non-motorized counting program and establish equipment needs.
- Provide a report to NHDOT and other regional planning agencies on the effectiveness and viability of these efforts.

Deliverables:

- Completed traffic counts and intersection turning movement data and information.
- All counts organized and presented on the CNHRPC web.
- Monthly submission (as applicable) of .DFL files to NHDOT.

Task 402 ***Receipts and Expenditures of Local Governments Data Collection***

Objective: To support NHDOT's development of a Local Highway Finance Report (FHWA Form 536) - a biennial report summarizing highway funding by local governments. Local governments include counties, townships, municipalities, special districts, and other general purpose authorities that are under the jurisdiction of local governments. Form FHWA-536 provides for the exporting of four basic areas of local highway finance: (1) disposition of highway-user revenues; (2) revenues used for roads and streets, identified by source and type of funds; (3) road and street expenditures identified by purpose or activity; and (4) local highway debt status.

Proposed Activities:

- Collect receipts and expenditures data as requested by NHDOT from a sampling of local governments in the Central NH region as necessary to assist the NHDOT in developing and submitting the statewide FHWA Form 536 Report.

Deliverables:

- Data for receipts and expenditures from local governments in the Central NH region for the biennial FHWA Form 536 submission.

Task 403 ***Geographic Information Systems (GIS)***

Objective: To develop and maintain transportation-related Geographic Information System (GIS) data layers, and apply that data in support of transportation planning initiatives in the region.

Proposed Activities:

- Develop and maintain transportation-related Geographic Information Systems (GIS) data layers.
- Assist municipalities, partner organizations, and transit agencies with transportation-related mapping requests.
- Provide assistance to municipalities with completing road inventory updates and annual Block Grant Aid map updates.
- Increased staff proficiency in GIS through training events offered by ESRI and regional academic institutions.

Deliverables:

- Enhanced municipal and regional transportation-related Geographic Information Systems (GIS) data layers.
- Completed road inventory reviews/updates with municipalities in the Central NH region.

Task 404 *Demographics*

Objective: To collect, process, report, and/or disseminate demographic information essential for transportation planning activities, including but not limited to, decennial census, American Community Survey, and employment information.

Proposed Activities:

- Compile, process, report, and/or disseminate transportation-related employment statistics.
- Provide input to state and federal demographers about regional demographics and travel patterns, including but not limited to, journey to work data.

Deliverables:

- Improved regional demographic information to support the development of transportation plans and policies.

Task 405 *Equipment*

Objective: To purchase, maintain, and update equipment and software as necessary to complete the transportation planning tasks outlined in this Unified Planning Work Program. Equipment identified herein shall be used only for transportation planning purposes.

Proposed Equipment:

- Replacement of two desktop computers used for transportation-related activities (one in FY 2014, one in FY 2015).
- Replacement of CNHRPC transportation planning van and related equipment (FY 2014).
- Repairs and equipment for Automatic Traffic Data Recorders, including but not limited to, new batteries, air switches, and factory repairs.
- Materials associated with traffic data collection fieldwork, including but not limited to, personal protective equipment, rubber tubing, nails and spikes, locks and chains, mastic tape, clamps, and fasteners.
- Procurement of and/or updates to transportation-related computer software, including but not limited to, traffic counting software and ESRI ArcGIS software.

Summary: Category 400 - Plan Support

Proposed Performance Measures:

- Maintain a database of Level of Service (LOS) performance at selected locations throughout the region (Roadway LOS, Bicycle LOS, Pedestrian LOS). Track improvements in relation to CNHRPC work program.
- Annually strive for 100% completion of the CNHRPC traffic count program, reduce the amount of re-counts needed as part of this program.
- Compile and maintain appropriate demographic and GIS data to support the CNHRPC transportation planning program.

Budget Summary: Category 400 - Plan Support

	Fiscal Year 2014		Fiscal Year 2015	
	Hours*	Budget	Hours*	Budget
Task 401 - Traffic Data Collection	695	\$26,000	695	\$26,000
Task 402 - Receipts and Expenditures of Local Governments Data Collection	-	-	29	\$2,500
Task 403 - Geographic Information Systems (GIS)	100	\$4,500	100	\$4,500
Task 404 - Demographics	65	\$3,000	65	\$3,000
Task 405 - Equipment	-	\$30,000	-	\$5,000
Total	860	\$63,500	889	\$41,000

* Includes 20% Toll Credit Match

Category 500 – Technical Assistance and Support

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

Task 501 Local/Regional Assistance and Coordination

Objective: To further our goals and objectives toward a better regional transportation network through local collaboration, and providing small-scale and periodic technical assistance to municipalities and local partner organizations on transportation-related topics and project implementation.

Proposed Activities:

- Provide transportation-related technical assistance to municipalities and partner organizations.
- Facilitate local and regional meetings related to topical transportation plans, policies, or projects.
- Assist municipalities and local partner organizations in implementing transportation plans and projects.
- Provide data and information, on request, to member municipalities, partner organizations, and to others at a reasonable cost.
- Continue community technical assistance for bicycle lane, path and trail development.
- Continue project specific data collection and analysis when bicycle, pedestrian and transit systems are impacted.
- Identify and map priority corridors with high accident rates to target for improvement.
- Update existing and identify new regional and local bicycle and pedestrian routes and mapping.
- Provide access to qualified engineering consultant assistance on an as-needed basis.

Deliverables:

- Participation in and/or facilitation of local and regional meetings.
- Increased awareness of transportation issues and solutions at the local and regional level.
- Enhanced inter-municipal coordination among transportation stakeholders within the region and the state.
- Distribution of data and information to member municipalities and partner organizations, including but not necessarily limited to maps, traffic data and road standards.
- Documentation of technical assistance provided to municipalities and partner associations.

Task 502 *Statewide Assistance and Coordination*

Objective: To further the region's goals and objectives toward a better regional transportation network by participating in statewide initiatives and providing technical assistance for projects, plans, and committees that affect the State of New Hampshire.

Proposed Activities:

General Statewide Assistance

- Assist the NHDOT Bureau of Traffic in scoping large-scale developments to fully enumerate potential traffic impacts, and ensure recognition of the transportation/land-use dynamic.
- Assist the NHDOT Bureau of Environment in performing reviews of local projects to enumerate potential impacts on environmental, social, and cultural resources.
- Participate in NHDOT Public Officials and/or Public Informational project development hearings throughout the region, as appropriate to implement the Ten-Year Transportation Improvement Plan.
- Coordinate with the Executive Directors of New Hampshire Regional Planning Commissions to collaborate with the NHDOT on transportation planning efforts of statewide importance.
- Participate in NHDOT Asset Management planning efforts.
- Participate in the Capital Corridor Study Advisory Committee.
- Participate on the New Hampshire Rail Transit Authority (NHRTA).
- Participate on the New Hampshire Transit Association (NHTA).
- Participate in other statewide initiatives as applicable.

Deliverables:

- Participation in various NHDOT meetings to discuss transportation issues of local, regional and statewide importance.
- Increased awareness of transportation issues and solutions at the inter-regional and state level.
- Participation in statewide associations.

Task 503 *Local Public Agency Program Support*

Objective: To assist communities in the Central New Hampshire region in applying for or managing Local Public Agency projects.

Proposed Activities:

General Local Public Agency Program Support

- Provide municipalities with information and assistance in identifying needs, conducting public outreach efforts, and developing program-specific grant applications.
- Participate in NHDOT program-specific training sessions.

Central New Hampshire Bicycling Coalition (CNHBC)

- Provide assistance to continue the development of the CNHBC.

Safe Routes to School Program (SRTS)

- Assist communities in identifying local school-related transportation needs, executing public outreach efforts, and developing SRTS project applications.

Scenic Byways Program

- Assist communities with existing Scenic Byways in identifying needs, executing public outreach efforts, and developing Scenic Byways project applications.

State Aid Bridge Program (SAB)

- Assist communities in identifying potential State Aid Bridge projects and developing State Aid Bridge project applications.

State Aid Highway Program (SAH)

- Assist communities in identifying potential State Aid Highway projects and developing State Aid Highway project applications.

Transportation Alternatives Program

- Assist communities in identifying potential Transportation Alternatives Program (TAP) projects and developing TAP project applications.

Highway Safety Improvement Program (HSIP)

- Assist communities in identifying potential HSIP projects and developing HSIP project applications.

Deliverables:

- Enhanced local participation in Safe Routes to School, Central NH Bicycling Coalition, Scenic Byways, State Aid Bridge, State Aid Highway, Transportation Alternatives, Highway Safety Improvement, and other programs.

Task 504 *Special Projects*

Objective: The relative unknowns involved in projecting programmatic policy and plan development tasks for a 24-month period leads to the need for a Special Projects budget to be used for unanticipated plan development and technical assistance needs. Special Projects funding may be used to assist municipalities, local partner organizations, or transit agencies with efforts involving sustained work and/or substantial staff time. When such activities arise, CNHRPC will seek approval from NHDOT to utilize funds under this task before work begins. NHDOT must provide written approval to expend Special Projects funds before the funds may be expended. All projects, regardless of scale, for which contracts are developed, shall fall into under this task. Consultant assistance may be utilized for certain tasks in this category.

Potential Special Projects:

- Continue to provide SRTS coordination assistance to the Concord School District, Merrimack Valley School District, and the City of Concord.
- Assist member municipalities in the preparation of transportation chapters for updated master plans.
- Facilitating a Context Sensitive Solutions (CSS) process for a project within a member community.
- Facilitating special transportation-related project development meetings or workshops at the request of NHDOT or a member community.
- Conducting traffic counts, at the request of member communities, beyond the scope of NHDOT's normal counting program. These counts may support NHDOT's programmatic needs (e.g. to complete a HSIP program benefit-cost analysis).
- Participate in the I-93 Bow-Concord I-93 Transportation Planning Study transportation model update.
- Conducting a small-scale transportation study at the request of a member community.

Deliverables:

- Documentation of SRTS coordination assistance to the Concord School District, Merrimack Valley School District, and the City of Concord.
- Documentation of completed Special Projects.

Task 505 *Regional Coordinating Councils*

Objective: To provide the necessary organizational, clerical and technical support for the Mid-State Regional Coordinating Council (RCC).

Proposed Activities:

- In coordination with LRPC staff and the RCC chair, facilitation of Mid-State Regional Coordinating Council meetings.
- Continued oversight and support of the operations of the Mid-State RCC, including but not limited to the development of Mid-State RCC meeting agendas, summaries, and other supporting documents.

Deliverables:

- Mid-State RCC meeting agendas, summaries and other supporting documents.

Task 506 ***Transit Assistance***

Objective: To further the region's goals and objectives toward a better regional transportation network through collaboration, and providing small-scale and periodic technical assistance to Concord Area Transit (CAT) and other public transportation agencies.

Proposed Activities:

- Provide transit planning technical assistance to CAT and other local public transportation providers.
- Provide transit providers with information and assistance in identifying needs, conducting public outreach efforts, and developing program-specific grant applications.
- Assist local transit providers in implementing transit plans and projects.
- Continue to work with member communities to investigate and evaluate public transit alternatives within the region.
- Participate in the Concord-Manchester Transit Service Feasibility Study (FY 2014).
- Participate in NHDOT program-specific training sessions.

Deliverables:

- Documentation of assistance provided to local public transportation agencies.
- Increased awareness of transit issues and solutions at the local and regional level.
- Enhanced transit planning capacity amongst local and regional transit providers.
- Distribution of transit-related data, including but not limited to, route maps, ridership figures, and cost/benefit analyses.

Task 507 ***Transportation Management Association (PATH)***

Objective: To encourage ridesharing, public transit, bicycle and pedestrian commuting transportation alternatives. To stimulate the development and implementation of Alternative Transportation programs to businesses, employers and neighborhood residents. To advocate for environmentally-sound alternatives to driving alone. To promote and market transportation options. To improve accessibility to existing multi-use public trails and bicycle routes, and to share resources and expertise in advocating, coordinating and promoting sound Transportation Demand Management (TDM) measures.

Proposed Activities:

- Continue development of transportation/traveler TDM assistance projects/programs.
- Enhance employer participation in TDM projects and programs.
- Continue development of outreach methods and materials.
- Continue municipal and community assistance projects/programs.
- Participate in Commute Green NH statewide, regional and local organizing efforts, including Rideshare coordination activities as applicable.
- Continue the facilitation and implementation of regional and statewide events and groups.

Deliverables:

- Documentation of all PATH activities including QuickBooks reports, monthly summaries of activities.

Summary: Category 500 – Technical Assistance and Support

Proposed Performance Measures:

- Monitor the amount of users from the CNHRPC region as part of the NH Rideshare/PATH Program.
- Completion of updated marketing plan and list of employers.
- Completion of employer and employee transportation needs surveys.
- Continue implementing and expanding local and regional events such as Fossil Fuel Free Fridays and similar promotions.

Budget Summary: Category 500 – Technical Assistance and Support

	Fiscal Year 2014		Fiscal Year 2015	
	Hours*	Budget	Hours*	Budget
Task 501: Local/Regional Assistance and Coordination	870	\$44,000	870	\$44,000
Task 502: Statewide Assistance and Coordination	140	\$10,000	140	\$10,000
Task 503: Local Public Agency Program Support	300	\$15,000	300	\$15,000
Task 504: Special Projects	315	\$18,000	535	\$30,000
Task 505: Regional Coordinating Councils	240	\$12,000	240	\$12,000
Task 506: Transit Assistance	500	\$27,100	290	\$15,000
Task 507: Transportation Management Association (PATH)	784	\$40,000	784	\$40,000
Total	3,149	\$166,100	3,159	\$166,000

* Includes 20% Toll Credit Match

Overall CNHRPC FY 2014-15 UPWP Cost Summary

	Fiscal Year 2014	Fiscal Year 2015	Total
Category 100	\$20,250	\$22,000	\$42,250
Category 200	\$16,850	\$19,850	\$36,700
Category 300	\$24,000	\$24,500	\$48,500
Category 400	\$63,500	\$41,000	\$104,500
Category 500	\$166,100	\$166,000	\$332,100
Total	\$290,700	\$273,350	\$564,050

Toll Credits (20%)	\$58,140	\$54,670	\$112,810
Federal Share (80%)	\$232,560	\$218,680	\$451,240
Federal Subtotal (100%)	\$290,700	\$273,350	\$564,050



ARTICLE I

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 \$451,240.00, representing the total amount and expenses shall not exceed \$232,560.00 in FY 2014, unless the Department specifies otherwise based upon its review of the FY 2014 work progress. Of the \$451,240.00 fee, 100% (\$451,240.00) will be reimbursed from the SPR Planning Appropriation Account. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$451,240.00 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.

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

ARTICLE II

Employee benefits shall include holiday, sick and vacation pay, 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 in 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 but shall not exceed that allowed in the Federal Travel Regulations (41 CFR 300 – 304). Mileage and per diem costs above those allowed in the Federal Travel Regulations shall be subject to prior approval by the DEPARTMENT. For training expenses to be reimbursed, they must be listed in the UPWP scope of work, pre-approved by the DEPARTMENT, and are allowable

ARTICLE II

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

D. FIXED FEE

Blank

E. PAYMENTS

Payments on account of the fee for services of eligible activities defined in 23 CFR 420 & 450 rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, task-by-task bill submitted on a monthly basis by the COMMISSION as previously discussed. Proof of payment for direct expenses must be submitted before reimbursement is allowed. 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 Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in 2 CFR 225.

ARTICLE II

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 28 Commercial Street, Concord, 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

ARTICLE IV

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.

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E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional Planning services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the 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.

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.

ARTICLE IV

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.

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 shall not act as an agent or employee of the STATE.

ARTICLE IV

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.

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

ARTICLE IV

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 coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

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

ARTICLE IV

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 within the Scope of this AGREEMENT 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 he 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.

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

ARTICLE IV

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 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.

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- (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 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

ARTICLE IV

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 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.

ARTICLE IV

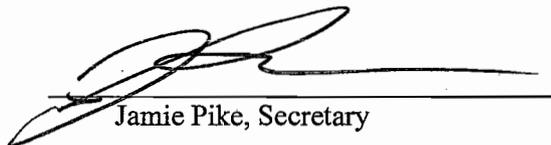
3. Sanctions for Non-Compliance. The COMMISSION is hereby advised that failure of the COMMISSION, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United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

CERTIFICATE

I, Jamie Pike, Secretary of the Central New Hampshire Regional Planning Commission (CNHRPC), do hereby certify that: (1) I am the duly elected and acting Secretary of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I review and maintain or cause to be maintained and am familiar with the minutes of the meetings of the Commission and its Executive Committee; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at a regularly scheduled CNHRPC Executive Committee meeting held on April 11, 2013 the CNHRPC Executive Committee voted to enter into a contract with the New Hampshire Department of Transportation to undertake local planning assistance under the FY 2014-2015 UPWP. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

Michael Tardiff, Executive Director
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Commission, this 17 day of April, 2013.

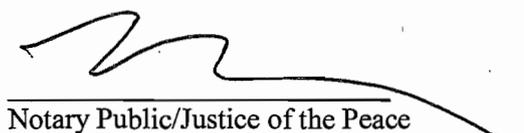


Jamie Pike, Secretary

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 17th day of April, 2013, before me, Matthew J. Mondragon [Notary Public/Justice of the Peace], the undersigned officer, personally appeared Jamie Pike who acknowledged himself to be the Secretary of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Notary Public/Justice of the Peace

COMMISSION EXPIRATION DATE:

SEAL 3 APRIL 2018

**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.

Central NH Regional Planning Commission
(Company)

By: MTM
Ex. Director
(Title)

Date: 4/17/13

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 Ex. Director and duly-authorized representative of the firm of Central NH Regional 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.

4/17/13
(Date)

[Signature]
(Signature)

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

(SEAL) Michael Tardiff identifies as the "consultant" and only the "consultant" appeared before me on 17 April, 2013
Matthew J. Monahan
Notary Public
Comm ex: 3 April, 2018

Consultant

CONSULTANT

Dated: 4/17/13

By: [Signature]
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

Dated: 4/29/13

By: [Signature]
Per Commissioner, NHDOT
William J. Cass, P.E.
Director of Project Development
NHDOT

Attorney General

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

Dated: 5/7/13

By: [Signature]
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: 4/17/13

Name/Title Michael Tardiff, Ex. 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.

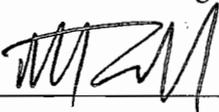
More specifically and without limiting the above general assurance, the SUBRECIPIENT hereby gives the following specific assurances with respect to its UNIFIED PLANNING WORK PROGRAM:

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 Administration of Planning Funds guidebook. The Subrecipient understands that the NH Department's Administration of Planning Funds guidebook constitutes part of the grant agreement.
22. The Subrecipient understands and agrees that allowable membership dues will be included as indirect costs.

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

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

Signature  Date: 4/17/13

Name/Title Michael Tardiff, Ex. Director

Client#: 26993

CENTR5

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2013

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

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

PRODUCER: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME: [Blank], PHONE (A/C, No, Ext): 603 225-6611, FAX (A/C, No): 603-225-7935. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (ZHV496655517), A AUTOMOBILE LIABILITY (ADV603045114), UMBRELLA LIAB, EXCESS LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER: State of New Hampshire, NHDOT Bureau of Planning & Community Assistance, P.O. Box 483, 7 Hazen Drive, Concord, NH 03302-0483. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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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 box 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: Central NH Regional Planning Member Number: - 13		Company Affording Coverage (the "Company"): 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 type="checkbox"/> General Liability (Member Agreement Section III.A)			Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products -Comp/Op Agg \$
<input 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 _____			Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000			\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	1/1/2013	12/31/2013	Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
Description: Proof of Coverage			

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 type="checkbox"/> Additional Covered Party <input type="checkbox"/> 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.*	
Certificate Holder: State of New Hampshire Sharon Allaire DOT/Bureau of Planning PO Box 483, Hazen Drive Concord NH 03302-0483	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>4/18/2013</u>
Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332	

*Terms in quotes are defined in the Member Agreement.