



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

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CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance  
May 14, 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 Lakes Region Planning Commission (Vendor #154653), Meredith, NH, in the amount of \$320,004.80 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:

	<u>FY 2014</u>	<u>FY 2015</u>
04-96-96-962015-3022 SPR Planning Funds 072-500575 Grants to Non-Profits-Federal	\$160,002.40	\$160,002.40

**EXPLANATION**

Lakes Region Planning Commission is the primary planning agency in the Lakes Region covering thirty communities. Lakes Region 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 prioritizing transportation projects and developing transportation plans. Currently, information related to transportation projects such as GIS, land use, and traffic data, has already been developed and is maintained by Lakes Region Planning Commission. NHDOT and Lakes Region Planning Commission have been working in cooperation, and procedures have been developed for a variety of transportation planning issues.

This contract comprises the biannual Unified Planning Work Plan (UPWP) for 2014-2015. As part of the program, Lakes Region Planning Commission, in this proposal, 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; and identify and prioritize regional transportation projects. The Lakes

Region Planning Commission will also staff the Transportation Advisory Committee and solicit public participation to maintain and enhance the regional and statewide transportation planning processes.

Lakes Region Planning Commission can accomplish this work for a total fee not to exceed \$320,004.80. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds. The Federal portion, 100%, (\$320,004.80) is Federal Aid (involving Statewide Planning & Research (SPR) funds), federal matching requirement accomplished through using Turnpike Toll Credits.

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, Sr.", 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 Lakes Region Planning Commission, with principal place of business at 103 Main Street, Suite 3, in the Town of Meredith , 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 Lakes Region 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 Lakes Region 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

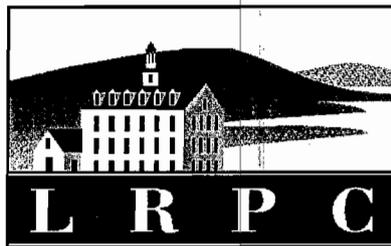
The COMMISSION shall begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The COMMISSION shall complete these services without delay unless unable to do so for causes not under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

**Lakes Region Planning Commission  
Unified Planning and Work Program**

**FY 14 and FY 15**



**Prepared for:**

**New Hampshire Department of Transportation  
Bureau of Planning and Community Assistance  
John O. Morton Building  
Hazen Drive  
Concord, NH**

**May 13, 2013**

## **Introduction**

The purpose of the Lakes Region Planning Commission's Unified Planning Work Program is to provide a viable, collaborative transportation planning process where the region's communities, through the LRPC, and the state may engage in long range planning for the overall betterment of the region and the state. In general terms, the UPWP is designed to provide support for Transportation Planning Emphasis Areas defined by the Federal Highway Administration New Hampshire Office and Federal Transit Authority Region I Office, and for Planning Factors identified in Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21).

### **Planning Emphasis Areas:**

MAP-21 Compliance  
State Asset Management Plan  
Freight Planning  
Project Monitoring

Integration of Census 2010 Data  
Planning and Environmental Linkages  
Livability and Sustainability

### **MAP-21 Planning Factors:**

- A. Support the economic vitality of the Lakes Region, especially by enabling transportation productivity and efficiency;
- B. Increase the safety of the transportation system for motorized and non-motorized users;
- C. Increase the security of the transportation system for motorized and non-motorized users;
- D. Increase accessibility and mobility of people and freight;
- E. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
- F. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- G. Promote efficient system management and operation; and
- H. Emphasize the preservation of the existing transportation system.

The above factors were considered during the development of this UPWP.

## 2014-2015 UPWP Tasks

### Administration and Training

### Category 100

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**PURPOSE:** To effectively and efficiently manage the FY 2014 – 2015 Unified Planning Work Program agreement between the Lakes Region Planning Commission and the New Hampshire Department of Transportation by providing: staff supervision and training opportunities and documentation of tasks performance at regular intervals.

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#### 101 Invoices and Accounting

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**Objective:** The submission of timely, accurate, and detailed reporting of work accomplishments and time and monetary expenditures for DOT approval and reimbursement.

**Proposed Activities and Products:**

1. Financial Management and Clerical Services

**Deliverables:**

- Bookkeeping
- Monthly invoices
- Auditor's Report

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#### 102 Program Administration

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**Objective:** To administer the LRPC transportation program and associated agreements with NHDOT, FHWA or FTA in compliance with state and federal regulations.

**Proposed Activities and Products:**

1. Contract Management – All tasks related to the administrative oversight of the 2014-2015 UPWP, and activities related to advertising, evaluating, selecting, and monitoring of sub-consultants through competitive bidding requirements as necessary and in consultation with NHDOT as appropriate.

**Deliverables:**

- 2016-2017 Unified Planning Work Program
- 2014 Annual Performance Report
- Participation in UPWP Mid-Term Review with NHDOT staff
- 2014 -2015 UPWP change requests (as appropriate)
- Sub-contracts and Agreements (as appropriate)

2. Staff Administration - Staff supervision and related management activities, routine and regular communication and meetings with DOT staff to discuss milestones and status of program objectives.

**Deliverables:**

- Biweekly staff timesheets
- Monthly status reports

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**103 Training**

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**Objective:** To provide training opportunities for professional planning staff in contemporary transportation content areas to increase knowledge base and the delivery of high quality program services in consultation with NHDOT and in accordance with FHWA eligibility guidance on planning and research funding for travel and training.

**Proposed Activities and Products:**

1. Professional staff attendance at transportation planning workshops, seminars, webinars, conferences, etc. to keep abreast of new developments and to improve their understanding of the transportation field within budgetary constraints.

**Deliverables:**

- Documentation of staff training in a variety of transportation topics as available to the extent that funding allows. Priority topic areas include, but are not limited to:
  - FHWA Performance Measures training, as available;
  - Rural public transportation systems development and the implementation of coordinated transit and human services plans;
  - Integrated land use and transportation;
  - Training related to the development and implementation of corridor studies, traffic modeling, and corridor management plans;
  - Rural transportation systems safety improvements, crash mitigation factors, and priority projects identification;
  - Context Sensitive Solutions;
  - State transportation programs including, but not limited to Transportation Alternatives categories;
  - Travel and tourism;
  - Energy, climate change, and sustainable transportation;
  - Planning for and implementation of bicycle and pedestrian improvements and intermodal transportation;

- Highway capacity, impact analysis, data collection methods, and access management;
  - Seminars and conferences provided by NADO and the APA related to transportation and transportation planning.
2. Administrative staff will attend training to improve efficiency and understanding of bookkeeping tools and software that facilitate reporting requirements, within budgetary constraints.

**Deliverables:**

- Documentation of administrative training.

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**104 Indirect Cost Adjustment**

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**Objective:** To reserve UPWP funds to cover potential cost rate adjustments. Any portion of these set aside funds, if unused, will be reallocated to Lakes Region UPWP tasks with NHDOT approval.

**Proposed Activities and Products:**

1. Coordination with NHDOT staff to redirect unused reserve funds to accomplish planning tasks.

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**105 Performance Measures**

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**Objective:** To quantify success by identifying performance measures associated with the delivery and implementation of LRPC planning services and initiatives, including compliance with state and federal regulations.

**Proposed Activities and Products:**

1. Coordinate with local, state, and federal partners to identify planning performance measures for implementation in the Lakes Region.
3. Coordinate with NHDOT to establish performance measures for continuing work in the areas of road safety and pavement conditions.

**Deliverables:**

- Documentation and reporting of performance measure goals.

**Policy & Planning**

**Category 200**

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**PURPOSE:** The review and development of policies and plans that guide the identification and prioritization of regional transportation needs and planning initiatives. Coordination of regional efforts will be enhanced by ongoing and regular collaboration with NHDOT and RPC/MPOs. Lakes Region communities and the public are encouraged to participate in planning and policy development.

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**201 Ten Year Plan (TYP)**

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**Objective:** To support legislative and the Governor's Advisory Commission on Intermodal Transportation (GACIT) activities on issues that affect the over-all Lakes Region's transportation system needs.

**Proposed Activities and Products:**

1. Active review and tracking of projects from their inclusion into the NHDOT Ten Year Transportation Plan to build-out. Work with NHDOT planners and designers to track proposed projects through the system.

**Deliverables:**

- Review existing conditions at proposed project locations, review designs, and attend public hearings and informational meetings.
  - Respond to NHDOT's Bureau of the Environment requests for planning-level environmental reviews.
  - Make Ten Year Plan projects, advertising schedules, and other related information available, as needed.
  - Participate in local, regional, and state collaborative transportation planning efforts related to Ten Year Plan projects and potential future projects for inclusion in the Ten Year Plan.
  - Participate in Ten Year Plan hearings sponsored by the Governor's Advisory Committee on Intermodal Transportation (GACIT).
2. Review, track, and report on transportation related legislation that affects the development and inclusion of future projects in the Ten Year Plan.

**Deliverables:**

- Legislative summary reports for distribution to Lakes Region communities.
- Information disseminated through the planning commission website.

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## **202 Land Use and Environmental Linkages**

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**Objective:** To assess opportunities for Lakes Region municipalities, partner organizations, the private sector, and relevant agencies with the promotion and implementation of federal and state livability and sustainability initiatives.

**Proposed Activities and Products:**

1. Development of a Lakes Region Travel and Tourism Livability Profile. The profile will address livability factors associated with: congestion, infrastructure conditions, safety, and multi-modal functionality. Data collection and assessment will include inter and intra- regional travel patterns through an origin and destination survey. Information contained in the profile will be assessed for continuity with recommendations from the Lakes Region Scenic Byways Corridor Management Plan, Lakes Region Transportation Plan, and the Bicycling and Walking Plan: Transportation Choices for New Hampshire's Lakes Region to improve the overall transportation planning process.

**Deliverables:**

- A Travel and Tourism Livability report for the region. Key components for consideration in the profile include, but are not limited to, the following:
  - Alternate modes and recreational opportunities;
  - Livability factors;
  - Purpose of trips (origin and destination survey)
  - Spending trends and tourism related employment;
  - Public transportation; and
  - Byways connectivity.

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## **203 Transportation Planners Collaborative (TPC)**

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**Objective:** The TPC is a NH Department of Transportation (NHDOT) process that facilitates ongoing dialog between RPC/MPO planners and NHDOT staff on contemporary transportation planning topics and promotes improved program related communications.

**Proposed Activities and Products:**

1. Participation in quarterly Transportation Planning Collaborative (TPC) meetings with NHDOT and other regional planning commission staff.
2. Participate in working groups as needed.

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**204 Interagency Consultation**

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**Objective:** To provide Statewide Transportation Improvement Program (STIP) input for proposed revisions in rural areas as appropriate and in accordance with NHDOT STIP Revision Procedures.

**Proposed Activities and Products:**

1. Review and comment on proposed STIP amendments affecting the Lakes Region as appropriate.

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**205 Transportation Improvement Program (TIP)**

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**Objective:** To coordinate and prepare the Lakes Region TIP including the development of TIP update reports, public outreach, refinement and facilitation of project evaluation process and facilitation of Transportation Technical Advisory Committee (TAC) project evaluation process.

**Proposed Activities and Products:**

1. Facilitation of TAC process to evaluate and prioritize regional transportation needs.
2. Solicitation of municipally identified and supported projects.
3. Coordination with NHDOT District 2 and 3 engineers.

**Deliverables:**

- Updated Regional Transportation Improvement Plan.

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**206 Congestion Management Process**

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Not an LRPC focus area in FY14-15 UPWP.

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**207 Intelligent Transportation System**

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Not an LRPC focus area in FY14-15 UPWP.

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**208 Regional Transportation Plan**

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**Objective:** To coordinate and prepare a new Lakes Region Transportation Plan.

**Proposed Activities and Products:**

1. Identify the Plan update committee.
2. In coordination with the statewide Sustainable Communities Initiative, identify substantive sections to include in the plan.

3. Prepare draft and final plans.

**Deliverable:**

- Regional Transportation Plan

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**209 Transportation Conformity**

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Not an LRPC focus area in FY14-15 UPWP.

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**210 Metropolitan/Long Range Transportation Plan**

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Not applicable.

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**Public Involvement & Coordination**

**Category 300**

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**PURPOSE:** To maintain an ongoing effort to inform and educate the general public, municipal officials, TAC representatives, TAC member agencies and organizations, and Lakes Region Commissioners about transportation plans and projects. Timely information regarding regional, state, and federal policy developments and transportation issues will be shared with the public through various media.

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**301 Transportation Advisory Committee (TAC)**

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**Objective:** The continued active participation of the Lakes Region Transportation Technical Advisory Committee (TAC) in the advising of projects, review of transportation goals and objectives, development of policy recommendations, and technical guidance for the Lakes Region.

**Proposed Activities and Products:**

1. Coordination of regular Lakes Region TAC meeting agenda with LRPC staff and TAC leadership. Attendance at all TAC meetings.
2. Staff administrative support for all aspects of TAC meetings including notices, mailings, coordinating meeting locations, and fulfilling the role of Committee Secretary as outlined in the TAC Standing Rules and Procedures.

**Deliverables:**

- Documented meetings and public outreach including press releases, meeting agendas, meeting minutes, educational materials, and other supporting documents such as handouts, PowerPoint presentations, published articles, etc.

**Deliverables:**

- Field checked and approved traffic counts submitted to NHDOT on a regular basis throughout the traffic counting seasons.
- Data provided in electronic format and detailed reports of vehicle movements for each of ten locations as needed.
- Summary traffic reports processed to include average annual daily traffic provided to Lakes municipalities.
- Accurate results based on established training program.
- Revised LRPC traffic counting manual, as needed.

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**402 Form 536 (Municipal Transportation Expenditures and Revenues)**

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**Objective:** Using a sampling method provided by the NHDOT, collect municipal expenditures and revenue data to aid the Federal Highway Administration in the development of a national data series.

**Proposed Activities and Products:**

1. In cooperation with municipal officials from up to seven Lakes Region communities, collect sample data that describe local expenditures and revenues for transportation.
2. Participate in a committee established by NHDOT staff to refine the data collection process.
3. Attend trainings as provided by NHDOT.

**Deliverables:**

- Completed 536 forms submitted to DOT.

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**403 Geographic Information System**

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**Objective:** Development and maintenance of transportation geospatial data and related data for use in transportation planning efforts. Maps developed will be displayed in a convenient manner for use by Lakes municipalities.

**Proposed Activities and Products:**

1. Continue to acquire, update, and analyze digital land use coverage for Lakes Region communities, primarily using aerial photography and digital orthophoto quads for use in transportation, economic development, and housing planning processes focused on integrating land use and transportation.

2. Update zoning information for selected communities for use in transportation and land use analysis.
3. Continue to coordinate with NHDOT to share mapping information on state transportation layers used in regional and local projects.

**Deliverables:**

- Updated transportation, zoning, and related land use information for selected communities within budgetary constraints.

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#### **404 Demographics**

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**Objective:** Continue to act as the Region's primary transportation data and knowledge center. Collect, organize and maintain pertinent data and information, including US Census data, related to the Lakes Region.

**Proposed Activities and Products:**

1. Compile 2010 US Census, American Community Survey, NHOEP, and other socioeconomic data metrics for use with the Regional Transportation Plan and other transportation related activities and functions.

**Deliverables:**

- Information gathered and compiled for transportation planning.
- Data posted on website for public use.

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#### **405 Equipment**

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**Objective:** Obtain and/or maintain equipment and transportation resources through a competitive bidding process as necessary, including van, GIS hardware and software, manuals, computer workstation in good working condition to fulfill all tasks in this agreement.

**Proposed Activities and Products:**

1. Operation and maintenance of traffic counting vehicle
2. Purchase and/or repair of traffic counting equipment and supplies.
3. Maintenance of computer hardware and software used for transportation planning, including GIS Arc/Info software maintenance.
4. Purchase of transportation planning resources such as books and manuals.
5. Maintain or upgrade computers used for transportation planning, as needed.

**Deliverables:**

- Effective and efficient achievement of programmed tasks.

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**406 Transportation Model**

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Not a LRPC focus area in FY13-14.

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**Technical Assistance and Support**

**Category 500**

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**PURPOSE:** The coordination and delivery of state, regional, and local transportation planning assistance and technical support. This task includes the timely delivery of project development and implementation assistance, preparation of special transportation studies, local technical assistance, and grant preparation assistance. Focus areas consistent with state and federal initiatives include livability, transportation choice, and climate change.

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**501 Local & Regional Assistance**

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**Objective:** Provide periodic transportation guidance and technical assistance to Lakes municipalities, regional and local organizations. Included are: attendance at meetings where transportation mobility is a focus as well as scoping special projects related to mobility.

**Potential Activities and Products may include, but are not necessarily restricted to, the following:**

1. Conduct traffic impact studies and/or review studies by consultants as requested by municipalities.
2. Research and make available information as requested related to parking standards, road standards, etc.
3. Conduct topical research, areas may include, FHWA freight performance measures, guide for engaging the public sector in freight planning, and 'four step Travel forecasting'.
4. Conduct research on localized transportation modeling for regional corridors of interest, assess software and required inputs/outputs, and participate in ongoing MPO Syncro work sessions as appropriate.
5. Collect, analyze, and track trends on bicycle and pedestrian trip data requested by Lakes Region communities as staffing permits.

6. Attend regional and local meetings, as requested.
7. Project scoping.
8. Development of local Road Surface Management Systems inventories and assessments.
9. Conduct a NH Route 16 Road Safety Audit between Ossipee and Conway in cooperation with North Country Council transportation staff, municipal officials, and NHDOT engineers.

**Deliverables:**

- Documentation of all technical assistance provided.
- Participation in local and regional meetings.
- Summary report of results of the NH Route 16 Safety Audit.

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**502 Statewide Assistance**

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**Objective:** Active involvement in state transportation committees, initiatives, programs, and support requests that affect the state of New Hampshire.

**Proposed Activities and Products:**

1. Continued participation on the Safe Routes to School State Advisory Committee to evaluate statewide SRTS applications and attend regularly scheduled committee meetings.
2. Assist NHDOT with implementation of the Highway Safety Improvement Program (HSIP) through local project identification and evaluation and participation at state training sessions.
3. Participation on committees and at meetings of state significance such as regular planning commission executive director meetings with NHDOT, the NH Rail Transit Authority, NH Transit Association, Healthy Eating Active Living, CMAQ, etc.
4. Coordinate with NHDOT where regional data can inform in state planning initiatives such as the state freight plan, state bicycle and pedestrian plan update, and in the area of asset management.

**Deliverables:**

- Documentation of meetings attended, and information shared.

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**503 Local Public Agency (LPA) Program Support**

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**Objective:** Assist with the development and management of projects, which conform to FHWA Federal-aid regulations, policies, and guidance.

**Proposed Activities and Products:**

1. Work with the NH Maintenance Districts 2 and 3, Transportation Technical Advisory Committee, local officials, and the public in the identification and budgeting of Transportation Alternatives activities.
2. Work with NHDOT Safe Routes to Schools Coordinator to identify and assist communities with program implementation as needed.

**Deliverables:**

- Transportation Alternatives project solicitation process, application evaluation, and written summary as appropriate.
- SRTS outreach to communities, application assistance and review, regional application evaluation process, and written recommendations to DOT.

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**504 Special Projects**

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**Objective:** Comprehensive transportation planning at the local, sub-regional, and region level. Special projects consist of in-depth transportation study with or without the assistance of contracted consultants.

**Proposed Activities and Products:**

1. None identified at this time. If a project emerges in the future, LRPC staff will coordinate and seek approval from NH DOT staff prior to any action taken.

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**505 Regional Coordinating Councils**

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**Objective:** Promote coordinated transit planning within the coordination council regions established in NH and statewide. Provide staff administrative support assistance as needed for the ongoing operations and meetings of the RCCs.

**Proposed Activities and Products:**

1. Continue to provide representation for Lakes Region communities in Regional Coordination Council (RCC) regions 1, 2, and 3.
2. Attend State Coordination Council meetings, as appropriate, to support RCC development and implementation.
3. Provide research, facilitation, and work plan implementation assistance as appropriate.

**Deliverables:**

- Annual summary report for each RCC.

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**506 Transit Assistance**

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**Objective:** To further transit goals and objectives outlined in the Lakes Region Transportation Plan and technical assistance to local transit agencies and other public and private transportation operators beyond the assistance provided to the Regional Coordination Councils.

**Proposed Activities and Products:**

1. Provide technical assistance to transit agencies, within funding constraints.

**Deliverables:**

- Participation and technical assistance as needed.

**Lakes Region Planning Commission  
Unified Plan and Work Program  
FY 14-15 Cumulative Budget**

<b>Category</b>	<b>FY14</b>	<b>FY15</b>	<b>Total</b>
<b>100</b> Administration and Training	\$ 33,742	\$ 37,935	\$ 71,677
<b>200</b> Policy and Planning	\$ 31,195	\$ 27,077	\$ 58,272
<b>300</b> Public Involvement and Planning	\$ 24,235	\$ 24,844	\$ 49,079
<b>400</b> Plan Support	\$ 35,057	\$ 37,164	\$ 72,221
<b>500</b> Technical Assistance and Support	\$ 53,387	\$ 46,850	\$ 100,237
		<i>Sub-Total</i>	<u>\$ 351,486</u>
 <b>Other</b>			
Vehicle Traffic Counters	\$ 1,000	\$ 1,000	\$ 2,000
Books and Manuals	\$ 200	\$ 200	\$ 400
Software License, Maint. Agreements	\$ 5,360	\$ 5,360	\$ 10,720
Computer Hardware	\$ 500	\$ 500	\$ 1,000
Consultant - Engineer	\$ 1,000	\$ 1,000	\$ 2,000
Origin and Destination Survey	\$ 2,000	\$ 2,000	\$ 4,000
Vehicle O&M	\$ 4,127	\$ 7,873	\$ 12,000
Travel	\$ 3,200	\$ 3,200	\$ 6,400
Postage	\$ 300	\$ 300	\$ 600
Publication	\$ 450	\$ 450	\$ 900
ICR	\$ 4,000	\$ 4,000	\$ 8,000
Materials	\$ 250	\$ 250	\$ 500
		<i>Sub-Total</i>	<u>\$ 48,520</u>
<i>Total by Fiscal Year</i>		\$200,003	\$200,003
			<b>Grand Total \$ 400,006</b>

Note: *Grand Total equals federal funding and toll credits.*

## 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 \$320,004.80, representing the total amount and expenses shall not exceed \$160,002.40 in FY 2014, unless the Department specifies otherwise based upon its review of the FY 2014 work progress. Of the (\$320,004.80), 100% (\$320,004.80) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$320,004.80 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 103 Main Street, Suite 3, Meredith , 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.

## ARTICLE IV

### 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.

#### ARTICLE IV

- (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

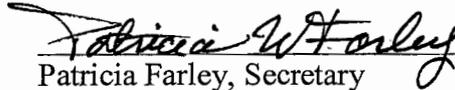
3. Sanctions for Non-Compliance. The COMMISSION is hereby advised that failure of the COMMISSION, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United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

Certificate of Authority

I, Patricia Farley, do hereby certify that 1) I am the duly elected Secretary of Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); 2) I sign and maintain or cause to be maintained and am familiar with the minutes of the commission; 3) I am duly authorized to issue certificates with respect to the contents of such minutes; 4) at the regular board meeting held on April 10, 2013, the commission voted to allow Kimon Koulet, Executive Director, to accept monies and execute any documents which may be necessary to effectuate contracts; 5) this authorization remains in full force and effect until revoked, and 6) the following person has been appointed to and now occupies the office indicated in (4) above:

Kimon Koulet, Executive Director

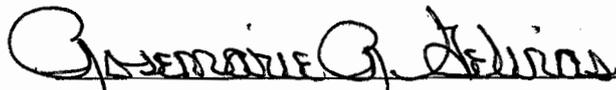
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this 16 day of April, 2013.

  
Patricia Farley, Secretary

State of New Hampshire  
County of Belknap

On this the 16 day of April, 2013, before me Rosemarie R. Gelinas the undersigned officer, personally appeared Patricia Farley who acknowledged him/herself to be the Secretary of the Lakes Region Planning 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.

  
Rosemarie R. Gelinas, Notary Public

Commission Expiration Date:

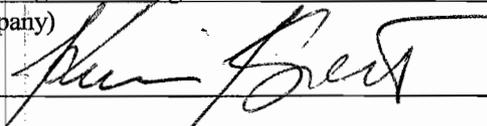


**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT Lakes Region Planning Commission hereby certifies that it has  X , 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  X , 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.

Lakes Region Planning Commission

(Company)

By: 

Kimon Koulet, Executive Director

(Title)

Date: April 16, 2013

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

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

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

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

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Executive Director and duly-authorized representative of the firm of Lakes Region Planning Commission (LRPC), 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:

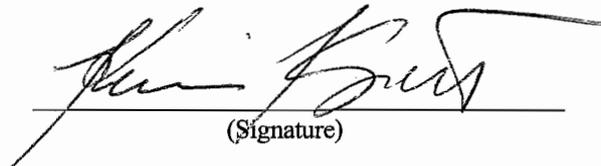
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving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

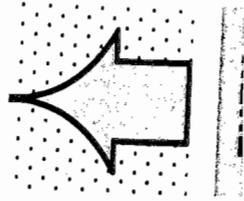
I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal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

April 16, 2013  
(Date)

  
(Signature)

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

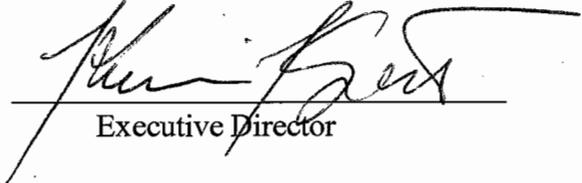
(SEAL)



**Consultant**

CONSULTANT

Dated: April 16, 2013

By:   
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

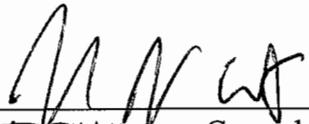
Dated: 5/14/13

By:   
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: 5/16/13

By:   
Assistant Attorney General  
John J. Conforti

**Secretary of State**

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

Dated: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Secretary of State

## NON-DISCRIMINATION ASSURANCES

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

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

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

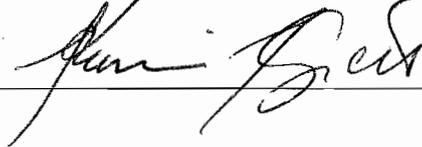
*The AGENCY TITLE, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on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

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

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

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

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

Signature 

Date: April 16, 2013

Name/Title Kimon Koulet, Executive Director

Attachments: Appendix A

## APPENDIX A

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

- (1) Compliance with Regulations: The CONTRACTOR shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color, national origin, sex, religion, age, or disability.
- (4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RECIPIENT or the New Hampshire Department of Transportation to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the RECIPIENT or the New Hampshire Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this agreement, the RECIPIENT shall impose such contract sanctions as it or the New Hampshire Department of Transportation may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the RECIPIENT or the New Hampshire Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, the CONTRACTOR may request the RECIPIENT to enter into such litigation to protect the interests of the RECIPIENT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **Federal Regulations Compliance Assurance**

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

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

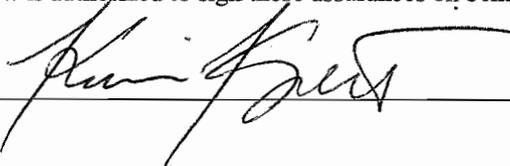
1. The Subrecipient acknowledges and agrees the NH Department of Transportation, as the direct recipient of FHWA Planning Funds, assumes the responsibility from FHWA to ensure the subrecipient complies with Federal Laws and Regulations and State Law.
2. The Subrecipient acknowledges the definition of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

13. The Subrecipient agrees to comply with the requirements of 49 CFR 18.25 Program income.
14. The Subrecipient agrees the Department and FHWA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
15. The Subrecipient agrees to comply with the provisions of 49 CFR 18.43 Enforcement.
16. In accordance with 49 CFR 18.32(f), the Subrecipient must submit an inventory of all property purchased with federal funds for which it is accountable and dispose of equipment according to State Law.
17. The Subrecipient agrees to comply with the provisions of 49 CFR 18.50 Closeout.
18. The Subrecipient understands and must comply with the provisions of 49 CFR 18.51 Later disallowances and adjustments.
19. The Subrecipient agrees to comply with the provisions of 49 CFR 18.26 Non-Federal Audits.
20. The Subrecipient agrees to comply with the requirements of 2 CFR 225.
21. The Subrecipient agrees to comply with standards and requirements set forth in the NH Department's 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: April 16, 2013

Name/Title Kimon Koulet, Executive Director



