



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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Boerhaave

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Planning and Community Assistance
May 19, 2016

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 Strafford Regional Planning Commission (Vendor #155570), Rochester, NH, in the amount of \$300,000 to undertake certain transportation related planning activities from the date of Governor and Council approval through December 30, 2017. 100% Federal Funds.

Funding is available as follows for FY 2016 and FY 2017 and is contingent upon the availability and continued appropriation for FY 2018 funds:

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
04-096-096-962515-2944 SPR Planning Funds			
072-500575 Grants to Non-Profits-Federal	\$25,000	\$200,000	\$75,000

EXPLANATION

The Strafford Regional Planning Commission, a designated Metropolitan Planning Organization (MPO), contains the Urbanized Area communities of Dover and Rochester as well as surrounding towns in the southeastern region of the state. The Moving Ahead for Progress in the 21st Century (MAP-21) provides planning and transit funds for each Regional Planning Commission. Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the Strafford Regional Planning Commission (SRPC) has developed procedures for addressing transportation planning issues.

Strafford Regional Planning Commission has been awarded \$300,000 in funding by the Federal Highway Administration Strategic Highway Research Program (SHRP2) to implement a product entitled "Plan Works: Better Planning. Better Projects" into their newly initiated Collaborative MPO Approach to Transportation Performance Based Planning in New Hampshire project. As explained by SHRP2, "Plan Works is a Web resource that supports collaborative decision making in transportation planning and project development". With this funding, SRPC will be able to facilitate meaningful collaboration among Metropolitan Planning Organizations (MPO), Department of Transportation (DOT), Department of Environmental Services (DES) and other partners to develop a performance based transportation planning approach and a set of performance measures for New Hampshire. Performance measures simply refer to the ways in which transportation planners and the public can evaluate the transportation system to see if progress is being made toward desirable goals.

SRPC will use the "Plan Works" tool to provide lessons learned and guidance to other MPOs and DOTs involved with testing this tool in the following areas to support and enhance the Interagency collaboration (between MPOs, DOTs, Federal Highway Administration, Federal Transportation Administration, etc.):

- Interdisciplinary and cross sector collaboration - We are trying to be creative and engage with stakeholders whom we don't normally engage with. Specifically we are working on including diverse 'voices' and perspectives, which in the past may have been excluded from the transportation decision-making process.
- Integration of beyond the mainstream measures, sectors, and even approaches (e.g. public health, economic development, environment, etc.) into transportation planning. For example, Strafford MPO is including a local MPO in a neighboring state due to its shared watershed with two other MPOs in NH, thus incorporating a watershed approach recognizing watershed-scale level decisions and implications, as well as their relation to shared infrastructure.
- The use of a qualitative and participatory research approach and analysis in transportation planning and stakeholder engagement practices to increase transparency, rigor, and validity of the decision-making and solution implementation. Specifically, results of Plan Works Assessments will be used not only for assessment of the general 'health' of the existing Performance Based Planning (PBP) Workgroup and its stakeholder network, but also for comparison of Assessment results to those of the current ongoing qualitative research and analysis that Strafford MPO is conducting.

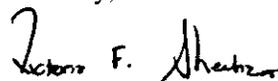
At the conclusion of this effort, New Hampshire's MPOs, Department of Transportation and rural regional planning commissions (RPCs) will have a solid foundation for performance based transportation planning that will be scalable to all levels, adaptable for future updates and transparent to all stakeholders. A key product of this effort will include a set of common baseline performance metrics derived from collaboratively established planning goals and objectives that can be used at all levels of planning to make informed decisions about improvements to transportation systems.

The Strafford Regional Planning Commission can accomplish this work for a total fee not to exceed \$300,000. The funding to be used is from Federal Highway Administration (FHWA) Strategic Highway Research Program funds.

The Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. 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,



Victoria F. Sheehan
Commissioner

BUREAU OF PLANNING & COMMUNITY ASSISTANCE
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ARTICLE I

STRAFFORD REGIONAL
PLANNING COMMISSION
FED. NO. X-A004(494)
STATE NO. 40807

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 Strafford Regional Planning Commission, with principal place of business at the Rochester Community Center, 150 Wakefield Street, Suite 12, in the City of Rochester, 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 provide Federal Highway Administration (FHWA) Strategic Highway Research Program (SHRP2) funds to the COMMISSION for SHRP2 assistance to deploy "Plan Works: Better Planning - Better Projects" tool to support development of performance measures with Metropolitan Planning Organizations and New Hampshire Department of Transportation.

The COMMISSION will complete the tasks set forth in the attached work program.

ARTICLE II

ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the COMMISSION, who agrees to fulfill requirements for implementing a product entitled "Plan Works: Better Planning - Better Projects" into their newly initiated Collaborative Metropolitan Planning Organizations Approach to Transportation Performance Based Planning in New Hampshire project.

A. LOCATION AND DESCRIPTION OF PROJECT

All communities falling under the jurisdiction of the Strafford Regional Planning Commission designated Metropolitan Planning Organization.

B. SCOPE OF WORK

As described in the attached work program which forms a part of the AGREEMENT, which has been approved by the DEPARTMENT and Federal Highway Administration (FHWA).

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

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

D. WORK SCHEDULE AND PROGRESS REPORTS

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

**SHRP2 IMPLEMENTATION ASSISTANCE PROGRAM
PLANWORKS**

STATEMENT OF WORK

Strafford Regional Planning Commission

October 9, 2015

This Draft Statement of Work describes the tasks, deliverables, schedule, and cost estimates required for the use of SHRP2 Implementation Assistance Program funds provided to the Strafford Metropolitan Planning Organization (MPO) for deploying PlanWorks: Better Planning. Better Projects. Strafford MPO has been selected to receive a SHRP2 Lead Adopter Incentive grant in the amount of \$300,000.

Use of Funds:

These funds will be used to assess the current scope of performance based planning among transportation agencies and stakeholders in New Hampshire, as well as to develop an inter-regional list of common transportation performance measures and objectives that can be used and adapted by the MPOs and the NH DOT. The final list of performance measures will be consistent with MAP-21 mandates, and will include the nationally mandated measures within the National Goals. Strafford MPO will lead and facilitate a collaborative interagency effort, aimed at developing a common, baseline framework that aligns with MAP-21 requirements and integrates "beyond the mainstream" (USDOT, 2014) metrics and objectives into transportation planning in New Hampshire. The \$300,000 award will allow SMPO to hire two FTEs to work on this project, as well as allocate approximately a third of the funding to Rockingham MPO, Nashua MPO, Southern NH MPO, and other partners needed to carry out various phases of this effort, as needed (e.g. NH Geographically Referenced Analysis and Information Transfer System [GRANIT]). For example, assistance from GRANIT might be needed for methodology quality assurance/quality control during Phase III of the process. In addition to the work that the three above mentioned MPOs are already doing with performance based planning and the interagency group, they will also receive funding for an additional 20 hours of work per month, for 15 months (out of the 18 month project timeframe).

The specific PlanWorks component(s) to be addressed include:

- PlanWorks Partner Collaboration Assessments
 - Assessment Statements form
 - Supporting Strategies document
- PlanWorks Stakeholder Collaboration Assessments
 - Assessment Statements form
 - Supporting Strategies document
- PlanWorks Performance Measures Application
- PlanWorks Library (especially the Case Studies)

Key Project Phases:

Phase I: Stakeholder and Context assessment;

Phase II: Evaluation Criteria and Measure Selection;

Phase III: Methodology Assessment, Review, and Selection;

Phase IV: Measure Calculation;

Phase V: Trend Analysis, Target Setting, and Strategy Development.

Expected Deliverables/Activities:

1. WorkGroup Coordination & Monthly Meetings

- Workgroup work/business meetings (monthly; full day per work meeting)
- "Work" portions of the meetings will be tied to Tasks 2, 3, 4, 5, 6, 7, 8, 9
- Every Quarterly meeting will include a half-day business meeting
- Excludes first month, last month, and a TBD snow date
- Deliverable: Meeting minutes; presentations; group work and completion/progress on individual assignments

2. Measure Evaluation and Selection

- Performance measures evaluation based on primary criteria and secondary criteria (two rounds)
- Narrowing down the performance measures list
- Selection of final measures (in addition to the mandated national MAP-21 measures)
 - Measures will be selected from an overarching list of measures, which includes suggested measures from Workgroup members, stakeholders, the Granite State Future (HUD) project metrics/measures
- Deliverable: Established criteria for measure evaluation; list of selected SMART performance measures

3. SHRP2 PlanWorks Assessments (and other products)

Overview: Prior to the submission of this application, Workgroup members and project stakeholders participated in focused group interviews as part of the current Phase I qualitative work. NVivo software was used to qualitatively analyze these interviews for central themes and intersecting perspectives (e.g. goals, desired metrics, concerns, etc.) prior to SHRP2 obligation of funds. Task 3 of the project includes the use of PlanWorks Assessments in conjunction with results of NVivo-based qualitative stakeholder analysis. Specifically, the Assessments will provide a broad perspective about strengths and weaknesses of existing collaborative efforts, while the qualitative analysis conducted with the use of NVivo software will enable the Workgroup to identify specific barriers and constraints, and define specific reasons for observed gaps. Identified barriers and gaps will then serve as the basis for Action Plan (Task 4).

Some specific activities of Task 3 include:

- Planning to implement SHRP2 PlanWorks Assessments (Stakeholder and Partner Assessment)
 - This Task will be heavily integrated into Task 1
- Comparison of PlanWorks Assessment results and the NVivo Qualitative Stakeholder Analysis
- Assessment implementation
- Analysis of Assessment results
- Use of PlanWorks Library for integrating Assessment results into the Action Plan (see #4)
- Deliverable: Assessment results; PlanWorks [and additional] guidelines/strategies for improvement

4. Action Plan

- Developing a strategic "Action Plan" based on Assessment results (as recommended by PlanWorks). The Action Plan will use PlanWorks recommendations and results of NVivo analysis to identify steps and strategies needed to improve both stakeholder and partner collaboration.
- "Action Plan" implementation
- Deliverable: Action Plan for Improvement [based on PlanWorks]; implemented actions from the Action Plan

5. Methods and Data Collection

- Method Development
 - Research
 - Documentation of findings
- Data Collection
- Deliverable: Established methods and protocol for data gathering, collection, methodology for calculating the measures (in form of a Methods Report); acquired data sets needs for measures calculation

6. Calculation

- Calculation of selected measures based on agreed upon methods
- Deliverable: Calculated measures demonstrating baseline/current/historic conditions

7. Trends and Targets

- Analysis of measure trends (as the data allows)
- Target setting for measures (includes the mandated national MAP-21 measures)
- Deliverable: identified historic trends for calculated measures; identified interagency targets set for the MPOs [and recommended for DOT]

8. Strategy Development

- Development of strategies for meeting targets
- Deliverable: list of strategies to achieve targets and goals

9. Outreach & Communication

- Public comment periods, meetings, and minutes
- SRPC blog publications
- SRPC website and performance measures/project page management
- Bit & Pieces weekly newsletter publications
- Monthly newsletter publications
- MPO Technical Advisory Committee (TAC) & Policy Committee project updates and presentations
- End of project Colloquium
- System Performance Report
- Project Summary Report
- SHRP2 requested outreach on PlanWorks implementation, including but not limited to webinars, presentations at conferences, and case studies on use of PlanWorks
- SHRP2 Semi-Annual Reports
- Other outreach and communication events/deliverables
- Deliverables: all of the above

Schedule and Cost Estimate:

The estimated schedule and costs for the various elements of this implementation project are:

Task #	Deliverable/Activity	Timeframe	Project Phase	Lead*	Contributing Partners	Estimated Cost
1	WorkGroup Coordination & Monthly Meetings	15 months (Dec. '15 – Apr. '17)	I, II, III, IV, V	SMPO	All MPOs; Interagency PBP Workgroup	\$46,237.50
2	Measure Evaluation and Selection	4 months (Dec. '15 – Mar. '16)	II	All MPOs	Interagency PBP Workgroup	\$36,333.00
3	SHRP2 PlanWorks Assessments (and other products)	18 months (Dec '15 – May '17)	I, II, III, IV, V (specifically end of I/early II, end of III, end of V)	SMPO	All MPOs; Interagency PBP Workgroup	\$32,391.00
4	Action Plan	16 months (Jan. '16 – Apr. '17); development in Jan. '16; plan updates in Jul. '16; implementation during all other months	II, III, IV, V (specifically mid II and end of III)	SMPO	All MPOs; Interagency PBP Workgroup	\$15,768.00
5	Methods and Data Collection	4 months (Apr. '16 – Jul. '16)	III	All MPOs	Interagency PBP Workgroup; UNH GRANIT	\$33,150.00
6	Calculation	5 months (Jul. '16 – Nov. '16)	III, IV, V	All MPOs	Interagency PBP Workgroup	\$63,211.50
7	Trends and Targets	5 months (Sep. '16 – Jan. '17)	IV, V	All MPOs	Interagency PBP Workgroup	\$23,373.00
8	Strategy Development	6 months (Oct. '16 – Mar. '17)	IV, V	All MPOs	Interagency PBP Workgroup	\$9,571.50
9	Outreach & Communication	18 months (Nov. '15 – Apr. '17)	I, II, III, IV, V	SMPO; All other MPOs as co-contributors	All MPOs; Interagency PBP Workgroup; Design & Visuals for final product (contractor TBD)	\$39,964.50
Total Estimated Cost						\$ 300,000
Total SHRP2 Award						\$ 300,000

*Although one MPO may be shown as the "Lead", all four MPOs from NH will be involved in all major tasks to some extent.

Note: A Federal "match" is not required for these SHRP2 Implementation Assistance Program funds. However, if the implementation project's "Total Estimated Cost" is higher than the "Total SHRP2 Award," please explain how your agency proposes to cover for the remaining costs for this implementation project.

Reporting and Monitoring:

Within one month of the announcement of the Round 6 Implementation Assistance Program funding selections, the recipient will participate in two kick-off calls with FHWA (one with all recipients and the other focused solely on the recipient) to discuss the development of the Statement of Work, the recipient's roles and responsibilities for managing the implementation project, ways that FHWA can support the recipient with its PlanWorks implementation project, and agree upon regular communications and monitoring expectations. On a semi-annual basis, Implementation Assistance Program funding recipients are required to report on their progress toward the completion of the specified deliverables. The recipient will also report on a series of performance measures/indicators that are mutually agreed upon by FHWA and the recipient to help the recipient and FHWA meet program goals. These performance measures/indicators and methods for communication will be discussed during the kick-off calls.

Presentations to Share Experiences:

As an Implementation Assistance Program funding recipient, FHWA may request your agency to present your experiences, successes, challenges, and lessons learned with deploying PlanWorks during webinars, expert panels, workshops, peer exchanges, or other instances. This may occur while the project is underway or after its completion, as needed. Your acceptance of this award provides agreement in working with FHWA to achieve these goals.

Points-of-Contact:

The various points-of-contact for this SHRP2 implementation project are:

Funding Recipient

Name: Cynthia Copeland, AICP

Title/Position: Executive Director

Agency: Strafford Regional Planning Commission (Strafford MPO)

Phone: (603)994-3500

E-Mail: cjc@strafford.org

State DOT

Name: William (Bill) Watson

Title/Position: Administrator

Agency: NH Department of Transportation, Bureau of Planning and Community Assistance

Phone: (603)271-3344

E-Mail: bwatson@dot.state.nh.us

FHWA Division Office

Name: Leigh Levine

Title/Position: Planning and Development Manager

Agency: Federal Highways Administration, NH Division Office

Phone: (603) 410-4844

E-Mail: leigh.levine@dot.gov

FHWA Headquarters

Name: Reena Mathews

Title/Position: SHRP2 Capacity Implementation Specialist

Agency: FHWA Office of Human Environment

Phone: (202) 366-2076

E-Mail: Reena.Mathews@dot.gov

FHWA Resource Center

Name: Larry Anderson

Title/Position: SHRP2 Capacity Implementation Specialist

Agency: FHWA Resource Center - Planning and Freight Technical Services Team

Phone: (720) 963-3268

E-Mail: Larry.Anderson@dot.gov

PROJECT UPDATE - Strafford Regional Planning Commission SHRP2 Implementation Assistance Award: Schedule & Budget Updates (version updated March 4, 2016)

Table 3: SHRP2 Tasks and Total Project Budget

Task #	Deliverable/Activity	Timeframe	Project Phase	Lead	Other Key Contributing Partners	Estimated Cost
1	WorkGroup Coordination, Project Management, & Monthly Meetings***	14 months (May 1, 2016 – June 30, 2017)	I, II, III, IV, V	SMPO	All MPOs; Interagency PBP Workgroup	\$48,870.15
2	Measure Evaluation and Selection	4 months (May 1, 2016 – Aug. 31, 2016)	II	All MPOs	Interagency PBP Workgroup	\$32,809.50
3	SHRP2 PlanWorks Assessments (and other products)	15 months (May 1, 2016 – July 31, 2017)	I, II, III, IV, V (specifically end of I/early II, end of III, end of V)	SMPO	All MPOs; Interagency PBP Workgroup	\$27,774.00
4	Action Plan	12 months (Jun. 1, 2016 – May 31, 2017); development in June/July '16; plan updates in Nov. /Dec. '16; implementation during all other months	II, III, IV, V (specifically mid II and end of III)	SMPO	All MPOs; Interagency PBP Workgroup	\$17,542.50
5	Methods and Data Collection	5 months (Jul. 1, 2016 – Nov. 30, 2016)	III	All MPOs	Interagency PBP Workgroup	\$27,720.00
6	Calculation & Trends	5 months (Sep. 1, 2016 – Jan. 28, 2017)	III, IV, V	All MPOs	Interagency PBP Workgroup	\$57,232.35
7	Targets	3 months (Jan. 1, 2017 – May 1, 2017)	IV, V	All MPOs	Interagency PBP Workgroup	\$20,821.50
8	Strategy Development	3 months (Mar. 1, 2017 – May 31, 2017)	IV, V	All MPOs	Interagency PBP Workgroup	\$12,658.75
9	Outreach & Communication	14 months (May 1, 2016 – June 30, 2017)	I, II, III, IV, V	SMPO	All MPOs; Interagency PBP Workgroup	\$54,571.25
Total Estimated Cost						\$300,000.00
Total SHRP2 Award						\$300,000.00

PROJECT UPDATE - Strafford Regional Planning Commission SHRP2 Implementation Assistance Award: Schedule & Budget Updates (version updated March 4, 2016)

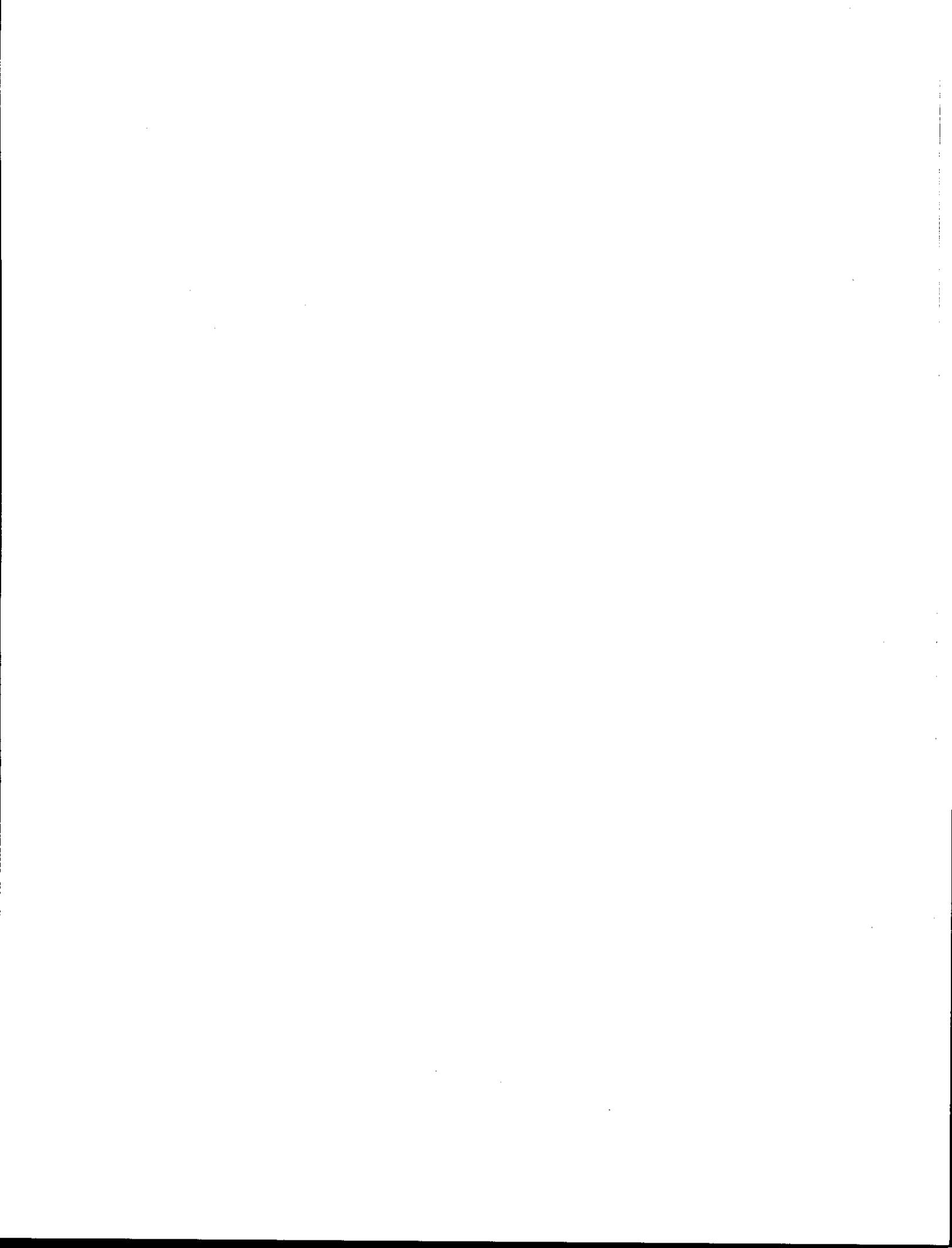
Asterisk Symbol Legend (in reference to pages 1 and 2)

*** MPOs will be reimbursed for the following under this task: Travel to and from the meetings (~2 hrs per meeting); Business Segment of Meetings every Quarter: 5 meetings*3hrs = 15 hrs. All other work completed during the monthly meetings will be coded under one of the other Tasks.

**Project Phases:

- Phase I: Stakeholder and Context assessment (completed in Feb. 2016);
- Phase II: Evaluation Criteria and Measure Selection;
- Phase III: Methodology Assessment, Review, and Selection;
- Phase IV: Measure Calculation;
- Phase V: Trend Analysis, Target Setting, and Strategy Development.

* Strafford RPC/MPO has up to \$22,500 for the subagreement for each of the MPOs. This would be for 14 months at approximately \$1600 per month. The hours are dependent upon staff working on the project. We assumed \$75 per hour to calculate a starting point. At \$75 per hour, the number of hours is 20-22 per month. The UPWP rate for staff and the accepted IDC rate are the factors to use for preparing budgets and invoices.



ARTICLE II

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 statement of work. 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 December 30, 2017.

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 \$300,000.00, representing the total amount and expenses shall not exceed \$300,000.00 in FY 2016, FY 2017 and FY 2018. The funding to be used is from Federal Highway Administration (FHWA) Strategic Highway Research Program funds at 100%. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$300,000.00 total 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. 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.

ARTICLE II

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

ARTICLE II

D. FIXED FEE

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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. The DEPARTMENT will make payments to the COMMISSION within fifteen (15) business days of receipt of an acceptable bill. Eligible activities are those eligible for the class of funds used for the activity and must be in an approved statement of work. If, by error or omission, an ineligible activity is contained in the approved statement of work, said activity may be deemed to be ineligible and expenses pertaining to the activity will be considered non-reimbursable. NHDOT and FHWA have the final determination of eligible activities.

F. RECORDS - REPORTS

The 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.

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

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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 at the Rochester Community Center, 150 Wakefield Street, Suite 12, Rochester, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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the COMMISSION by the DEPARTMENT. In the event of such a termination of this AGREEMENT, without fault on the part of the COMMISSION, the COMMISSION shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. It shall be a breach of this AGREEMENT if the COMMISSION shall fail to complete the tasks of the statement of work in a timely manner in accordance with sound professional principles and practices to the reasonable satisfaction of the DEPARTMENT or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of an occurrence of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the 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.

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.

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,

ARTICLE IV

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 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

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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 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.

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K. AGREEMENT MODIFICATION

The provisions of this AGREEMENT shall not be modified without the prior approval of the Governor and Council. Modifications to the Statement of Work 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

- (1) programs of the DEPARTMENT such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The COMMISSION with regard to the work performed by it during the AGREEMENT shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The COMMISSION shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

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(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 FHWA 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 FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the COMMISSION's noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the FHWA 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,

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

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

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

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N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

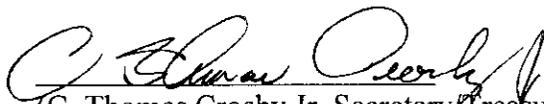
1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any sub-agreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 applies 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.
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 VOTE

I, C. Thomas Crosby Jr., (Secretary/Treasurer, position) of the Strafford Regional Planning Commission do hereby certify that at a meeting held on August 3, 1999:

1. I am the duly elected and acting Secretary/Treasurer of the Strafford Regional Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. At the meeting, the Strafford Regional Planning Commission Executive Committee authorized the Executive Director, Cynthia Copeland, AICP, to execute any documents which may be necessary to effectuate the NHPDM agreement.
3. 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
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the Strafford Regional Planning Commission on this 18th day of May, 2016.


(C. Thomas Crosby Jr, Secretary/Treasurer)

STATE OF NEW HAMPSHIRE
County of Strafford

On this 18th day of May 2016, before me Sharon L Allaire the undersigned officer, personally appeared, C. Thomas Crosby Jr who acknowledged him/herself to be the Secretary/Treasurer of the Strafford Regional Planning Commission and that he/she, as such Secretary/Treasurer, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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


Notary Public, Justice of the Peace
(Official Seal)

2/12/19
My Commission Expires

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

The CONSULTANT X , proposed subconsultant , hereby certifies that it has , has not X developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has , has not X , 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 X , filed with the Joint Reporting Committee, the Deputy Assistant Secretary for Federal Contract Compliance, United States Department of Labor the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

Strafford Regional Planning Commission
(Company)

By: _____

Executive Director
(Title)

Date: 05/18/2016

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: March, 2015) **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 Strafford 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.

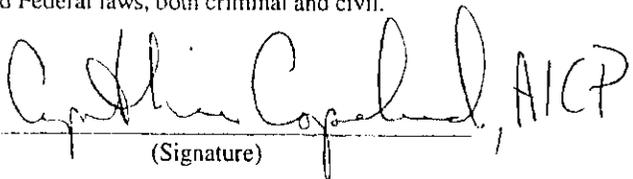
except as here expressly stated (if any):

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.

05/18/2016

(Date)

, AICP
(Signature)

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

Consultant

CONSULTANT

Dated: May 18, 2016

By: Cynthia Copeland, AICP
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

Dated: 5/18/16

By: William O'Connell
Commissioner, NHDOT

Attorney General

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

Dated: 6/6/16

By: Deanne Mart
Assistant Attorney General

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 **Strafford Regional Planning Commission** (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(c) 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:

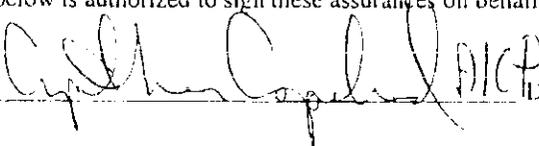
The Strafford Regional Planning Commission, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be 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: 05/18/2016

Name/Title Cynthia Copeland, 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 **Strafford Regional Planning Commission** (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.

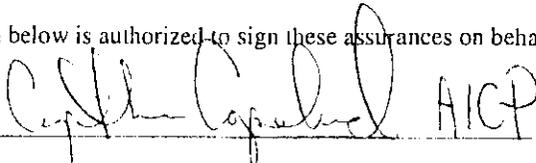
More specifically and without limiting the above general assurance, the SUBRECIPIENT hereby gives the following specific assurances with respect to its UNIFIED PLANNING WORK PROGRAM:

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  AICP Date: 05/18/2016

Name/Title Cynthia Copeland, Executive Director



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence		7/1/2015	7/1/2016	Each Occurrence	\$ 1,000,000	
		7/1/2016	7/1/2017	General Aggregate	\$ 2,000,000	
				Fire Damage (Any one fire)		
				Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto <i>SRPC DOES NOT OWN ANY VEHICLES.</i>		NA	NA	Combined Single Limit (Each Accident)		
<input type="checkbox"/> Workers' Compensation & Employers' Liability				<input type="checkbox"/> Statutory		
				Each Accident		
				Disease - Each Employee		
				Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: In regards to grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.						

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange	
New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301				By: <i>Tammy Denver</i>	
				Date: 5/31/2016 tdenver@nhprimex.org	
				Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax	



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory/Limits May Apply, If No		
<input type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease - Each Employee		\$2,000,000
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 5/17/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax