



*Victoria F. Sheehan*  
Commissioner

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



*William Cass, P.E.*  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Bureau of Planning and Community Assistance  
October 17, 2018

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with the Rockingham Planning Commission (Vendor #154887), Exeter, NH, in the amount of \$99,960.00 to undertake certain transportation related planning activities from the date of Governor and Executive Council approval through November 20, 2020. 100% Federal Funds.

Funding is available as follows for FY 2019 and is contingent upon the availability and continued appropriation of funds in FY 2020 and FY 2021 as follows, with the ability to adjust encumbrances through the Budget Office in the State Fiscal Year, if needed and justified:

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
04-096-096-962515-2945 Municipal Aid-Federal	\$24,990.00	\$49,980.00	\$24,990.00
072-500575 Grants to Non-Profits-Federal			

**EXPLANATION**

The Bureau of Planning and Community Assistance request a contract with the Rockingham Planning Commission to participate in the Federal Highway Administration (FHWA) Measuring Multimodal Connectivity Pilot Grant Program to incorporate Bicycle Level of Stress into the Metropolitan Planning Organizations (MPO) Performance Based Planning Initiatives. The Rockingham Planning Commission applied for funding with FHWA and was awarded the funding from the FHWA Highway Research and Development Program for the pilot project. The project will allow Rockingham Planning Commission to refine an existing model for bicycle Level of Traffic Stress (LTS) originally developed at the Mineta Transportation Institute in California.

Rockingham Planning Commission in collaboration with the Nashua Regional Planning Commission, Southern New Hampshire Planning Commission, Strafford Regional Planning Commission and Central New Hampshire Regional Planning Commission, as well as, Plymouth State University will participate in this project.

The work includes the refinement of an existing model for bicycle Level of Traffic Street, collection and compilation of additional bicycle travel data, development of shared transportation system performance measures based on the Level of Traffic Stress analysis and incorporation of the measure(s) in project development and project prioritization processes within the Regional Planning Commissions.

The project total is \$124,860.00, with eighty percent (80%) provided from Federal funds (FHWA) totaling \$99,960.00 with the remaining twenty percent (20%) non-federal match totaling \$24,990 with cash and in-kind sources, including Plymouth State University \$4,106.00 and the remaining \$20,884.00 from Regional Planning Commissions.

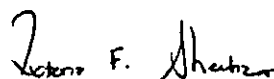
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Executive Council approval, will be on file at the NH Department of Transportation.

Expenses incurred will be charged against the designated project account number and reimbursement for costs shall be borne by the Municipal Aid – Federal account in the total amount of \$99,960.00 in accordance with Federal Aid Program requirements.

In the event that the Federal funds become no longer available, General funds will not be requested to support this program.

Your approval of this submission is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

BUREAU OF PLANNING & COMMUNITY ASSISTANCE  
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**ATTACHMENTS**

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CERTIFICATION OF COMMISSION/SUBCONSULTANT
3. SEAL-AND-SIGNATURE PAGE
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ARTICLE I

ROCKINGHAM  
PLANNING COMMISSION  
FED. NO.: X-A004(822)  
STATE NO.: 42361

**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 Rockingham Planning Commission, with principal place of business at 156 Water Street, in the Town of Exeter, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses the Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT witnesses that

The DEPARTMENT requires planning services to complete the tasks set forth in the attached Scope of Work.

ARTICLE I

**ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED**

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the COMMISSION, who agrees to fulfill requirements as set forth in the Scope of Work.

A. **LOCATION AND DESCRIPTION OF PROJECT**

The objective of the pilot Federal Highway Administration (FHWA) project is to improve bicycle network planning for New Hampshire's communities. The pilot project will be administered by the COMMISSION in coordination with the Strafford Regional Planning Commission (SRPC), Nashua Regional Planning Commission (NRPC), Southern New Hampshire Planning Commission (SNHPC), Central New Hampshire Regional Planning Commission (CNHRPC) and Plymouth State University (PSU).

B. **SCOPE OF WORK**

The attached Scope of Work, which forms a part of the AGREEMENT have 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.

**Incorporating Bicycle Level of Traffic Stress into MPO Performance Based Planning  
FHWA Measuring Multimodal Connectivity Pilot Grant Program  
Rockingham Planning Commission & Partnering for Performance New Hampshire (PfPNH)**

**PROJECT SCOPE NARRATIVE**

**Project Objective**

The objective of the proposed pilot project is to improve bicycle network planning for New Hampshire's Metropolitan Planning Organizations (MPOs) through further development and refinement of a shared model for evaluating Bicycle Level of Traffic Stress (LTS); collection and compilation of supplemental road attribute data in five planning regions; development of one or more shared transportation system performance measures based on LTS; and incorporation of that measure/those measures in project development and project prioritization.

**Project Final Products**

- Baseline data for calculating LTS for RPC, SRPC, NRPC, SNHPC and CNHRPC regions
- Refined version of Plymouth State University's Level of Traffic Stress (LTS) model
- Network connectivity analyses using LTS for each MPO/RPC region and plus selected town/city centers
- Adoption by all five agencies of one or more shared LTS-based system performance measures and incorporation of measure(s) in LRTP

**Narrative of Major Tasks in Project Work Plan**

The following tasks will involve collaborative work by the Rockingham Planning Commission (RPC), Southern NH Planning Commission (SNHPC), Strafford Regional Planning Commission (SRPC), Nashua Regional Planning Commission (SNHPC), Central NH Planning Commission (CNHPC) and Plymouth State University (PSU). For additional information on the timeline for each of these tasks, please see the attached Project Schedule with Gantt chart.

**Task 0 Project Administration**

This task will be ongoing throughout the project period and includes development of all financial and progress reporting to NHDOT, development and management of sub-contracts with partners agencies, closeout paperwork, and general project tracking. A start date of January 1, 2019 is proposed, assuming contract approval by Governor and Council in December 2018.

**Subtasks:**

- 0.1 General communication with NHDOT project manager
- 0.2 Contract development and management - RPCs & PSU contracts
- 0.3 Prepare monthly billings, progress reports and closeout documentation
- 0.4 Project team meetings (hours distributed in other tasks)

Budget: \$7,008 Total, including \$5,606 proposed FHWA share  
Timeframe: January – September 2019  
Deliverable: Monthly project reports to NHDOT

### Task 1 Regional Data Collection & LTS Model Refinement

This task includes the bulk of data collection and consequent MPO/RPC staff and PSU graduate researcher hours for the project. This work will begin with running the current 3-level PSU LTS model for the five participating MPO and RPC regions spanning 92 municipalities. The PSU graduate researcher will identify portions of the road network for which only Version 1 data currently exist. The balance of the work under this task will be devoted to developing and quality checking Version 2 and Version 3 data (e.g. shoulder width, on-street parking, marked bicycle lanes, posted and/or prevailing speed, etc.) to the extent possible and refining PSU's LTS model. New attribute collection will be undertaken by MPO/RPC staff and/or interns in each planning commission region, as well as by the PSU graduate assistant. Members of the public will be engaged to assist with ground truthing the attribute data and model results through an online survey using Public Participatory GIS (PPGIS) and through a series of ten forums – two in each planning region.

PSU will then synthesize this input and refine model accordingly with attention to variations in output between the three model versions. Considerations will include: 1) does the basic Version 1 model underestimate or overestimate LTS score; 2) is the relationship (over- vs. underestimation) consistent throughout regions or does a spatial pattern exist; and 3) if the relationship is consistent, is there a single added attribute that influences the discrepancy and can data for that attribute be collected and maintained consistently and cost effectively across regions? In-kind hours from Professor Amy Villamagna will be concentrated in this task.

#### Subtasks:

- 1.1 Run the current 3-level PSU LTS model for the five participating MPO and RPC regions spanning 92 municipalities
- 1.2 Plan public engagement and data collection approach
- 1.3 Develop additional needed attribute data where not available
- 1.4 Use Public Participatory GIS survey to gather crowd-sourced input
- 1.5 Conduct public ground-truthing workshops (2 per MPO/RPC region)
- 1.6 Review public input and incorporate

Budget: \$64,011 Total, including \$51,209 proposed FHWA share  
Timeframe: January–June 2019  
Deliverable: PPGIS survey and ground truthing workshop results

### Task 2 Performance Measure Definition

This task will begin with a review of other statewide, regional and municipal planning agencies that have adopted or are evaluating performance measures based on LTS. Known examples include the Oregon Department of Transportation and CalTrans. The five RPC/MPOs will work through the Partnering for Performance NH (PpPNH) forum to define preferred LTS-based performance metric(s) that correspond to goals and policies established in their respective Metropolitan Transportation Plans and regional Long Range Transportation Plans. Of the five



core components of multimodal network connectivity described in the *FHWA Guidebook for Measuring Multimodal Network Connectivity* (Network Completeness, Network Density, Route Directness, Access To Destinations And Network Quality), we anticipate selected measures will focus on Access to Destinations (what key destinations can be reached via a low stress network), and Network Quality (how does the network support users of varying levels of experience and comfort with bicycling) (FHWA 2018).

Subtasks:

- 2.1 Research LTS-based measures used by MPOs in other states
- 2.2 Work through PfpNH to define shared LTS-based metric(s)

Budget: \$5,467 Total, including \$4,373 proposed FHWA share

Timeframe: January-April 2019

Deliverable: Shared LTS-based performance measure(s) adopted by MPOs/RPCs

Task 3 Network Analysis by Region and Target Community

Once the LTS model has been refined with additional needed road segment attribute data, and desired performance measures have been identified, PSU staff with input from the MPOs/RPCs will develop network analyses needed to track the designated measures. This work is anticipated to include the RPC/MPOs working with PSU to refine the model to include major trip generators by community (schools, downtowns, employment centers, parks/playgrounds, residential areas); and then running analyses to calculate connectivity for selected trip pairs, including residential to K-12 schools and community colleges, residential to employment centers, and residential to key destinations such as grocery stores, libraries and community centers. There is also interest among the MPOs in assessing LTS in relation to census blocks with high minority or low-income populations. Choice of analyses for this task and visualizations for Task 4 will draw on case studies from the *FHWA Guidebook for Measuring Multimodal Network Connectivity* (2018).

Subtasks:

- 3.1 Refine model to include major trip generators
- 3.2 Run and review connectivity analyses

Budget: \$12,684 Total, including \$10,147 proposed FHWA share

Timeframe: April-July 2019

Deliverable: Regional connectivity analysis for five RPC/MPO regions

Task 4 Package Results

Through the PfpNH collaboration the participating RPC/MPOs and PSU will identify a standard set of visualizations and analysis outputs needed in each region to inform project development and prioritization. Examples envisioned currently include network connectivity analysis maps for each region and key communities, and identification of priority road segments where bicycle facility improvements can have the greatest impact on network connectivity. For example, prioritizing projects that will create low stress access to schools, community colleges and employment centers for the highest percent of residential development within an established bicycling distance.

Subtasks:

4.1 Create network visualizations for each MPO region and selected municipalities

Budget: \$9,306 Total, including \$7,445 proposed FHWA share

Timeframe: July-August 2019

Deliverable: Network visualizations

Task 5 Performance Measure Implementation

The five participating RPC/MPOs will integrate the analyses and performance metrics developed in the previous tasks into project development and prioritization for their respective Metropolitan Transportation Plans or Regional Long Range Transportation Plans, as well as project identification for regional pedestrian/bicycle plans and/or broader corridor studies as these projects occur. Currently all of New Hampshire's MPOs use an agreed upon set of 12 criteria for project evaluation for MPO/LRTP inclusion, though with variations in weight defined at the regional level. The MPOs will determine an appropriate modification of these criteria to account for LTS. Each regional planning agency will also make analyses available to member municipalities to shape local project identification for municipal bicycle and pedestrian plans, and subsequent municipal project development.

Subtasks:

5.1 Incorporate new metric into System Performance Report

5.2 Incorporate LTS measure into MTP/LRTP project prioritization

Budget: \$13,094 Total, including \$10,475 proposed FHWA share

Timeframe: July-September 2019

Deliverable: Revised project evaluation criteria for LRTPs/MTPs

Task 6 Report Development

Prepare a final report documenting the PSU model, the data collection and public input process, and how the MPOs operationalized Level of Traffic Stress as a measure of network connectivity into their respective performance based planning processes. The report will be consistent with the content and format requirements in the *FHWA Guidelines for Preparing Technical Reports*.

Subtasks:

6.1 Develop pilot project final report

Budget: \$7,623 Total, including \$6,098 proposed FHWA share

Timeframe: July-September 2019

Deliverable: Final pilot project report to FHWA

Task 7 Peer Sharing

Members of the MPO collaborative will participate in at least two FHWA organized peer exchanges among other transportation agencies to share the project approach, challenges encountered and solutions adopted, and project outcomes. Within New Hampshire and New

England, we anticipate presenting project outcomes at one or more regional conferences, potentially including the Northern New England Chapter of the American Planning Association (NNECAPA) conference, the New Hampshire Planning Association (NHPA) conference, and/or the New England Bike/Walk Summit. While peer sharing webinars and conference presentations will take place after the completion of the grant period, a small number of hours are allocated for preparation of presentations in September 2019.

**Subtasks:**

- 7.1 Prepare presentation(s) for peer sharing webinar(s)
- 7.2 Participate in pilot grantee peer sharing (non-billable - after grant period)
- 7.3 Present project at one or more regional conferences (non-billable after grant period)

Budget: \$2,629 Total, including \$2,104 proposed FHWA share

Timeframe: September -November 2019

Deliverable: Participation in FHWA peer sharing webinars as requested; presentation at one or more regional conferences

**Proposed Contract Budget**

A total of \$99,960 in Federal Highway Administration (FHWA) funding is proposed for this contract, comprising 80 percent of the total project budget. The required 20 percent non-federal matching funding, totaling \$24,990, will be provided through a combination of cash and in-kind sources. The four MPOs and CNHRPC will provide \$20,884 in cash match from local dues. Plymouth State University will provide \$4,106 in in-kind staff time representing 40 hours of state funded salary for Professor Villamagna. The total proposed project budget including Federal share and match is \$124,950. These amounts are broken out by project task above and in the attached budget table.

Incorporating Bicycle Level of Traffic Stress into MPO Performance Based Planning  
 FHWA Measuring Multimodal Connectivity Pilot Grant Program  
 Rockingham Planning Commission & Partnering for Performance New Hampshire (PPNH)

PROJECT SCHEDULE

Task/Task	3/31/2018	4/7/2018	4/14/2018	4/21/2018	4/28/2018	5/5/2018	5/12/2018	5/19/2018	5/26/2018	6/2/2018	6/9/2018	6/16/2018	6/23/2018	6/30/2018	7/7/2018	7/14/2018	7/21/2018	7/28/2018	8/4/2018	8/11/2018	8/18/2018	8/25/2018	9/1/2018	9/8/2018	9/15/2018	9/22/2018	9/29/2018	10/6/2018	10/13/2018	10/20/2018	10/27/2018	11/3/2018	11/10/2018	11/17/2018	11/24/2018	12/1/2018	12/8/2018	12/15/2018	12/22/2018	12/29/2018	1/5/2019	1/12/2019	1/19/2019	1/26/2019	2/2/2019	2/9/2019	2/16/2019	2/23/2019	2/28/2019	3/6/2019	3/13/2019	3/20/2019	3/27/2019	4/3/2019	4/10/2019	4/17/2019	4/24/2019	5/1/2019	5/8/2019	5/15/2019	5/22/2019	5/29/2019	6/5/2019	6/12/2019	6/19/2019	6/26/2019	7/3/2019	7/10/2019	7/17/2019	7/24/2019	7/31/2019	8/7/2019	8/14/2019	8/21/2019	8/28/2019	9/4/2019	9/11/2019	9/18/2019	9/25/2019	10/2/2019	10/9/2019	10/16/2019	10/23/2019	10/30/2019	11/6/2019	11/13/2019	11/20/2019	11/27/2019	12/4/2019	12/11/2019	12/18/2019	12/25/2019	1/1/2020	1/8/2020	1/15/2020	1/22/2020	1/29/2020	2/5/2020	2/12/2020	2/19/2020	2/26/2020	3/5/2020	3/12/2020	3/19/2020	3/26/2020	4/2/2020	4/9/2020	4/16/2020	4/23/2020	4/30/2020	5/7/2020	5/14/2020	5/21/2020	5/28/2020	6/4/2020	6/11/2020	6/18/2020	6/25/2020	7/2/2020	7/9/2020	7/16/2020	7/23/2020	7/30/2020	8/6/2020	8/13/2020	8/20/2020	8/27/2020	9/3/2020	9/10/2020	9/17/2020	9/24/2020	10/1/2020	10/8/2020	10/15/2020	10/22/2020	10/29/2020	11/5/2020	11/12/2020	11/19/2020	11/26/2020	12/3/2020	12/10/2020	12/17/2020	12/24/2020	1/7/2021	1/14/2021	1/21/2021	1/28/2021	2/4/2021	2/11/2021	2/18/2021	2/25/2021	3/4/2021	3/11/2021	3/18/2021	3/25/2021	4/1/2021	4/8/2021	4/15/2021	4/22/2021	4/29/2021	5/6/2021	5/13/2021	5/20/2021	5/27/2021	6/3/2021	6/10/2021	6/17/2021	6/24/2021	7/1/2021	7/8/2021	7/15/2021	7/22/2021	7/29/2021	8/5/2021	8/12/2021	8/19/2021	8/26/2021	9/2/2021	9/9/2021	9/16/2021	9/23/2021	9/30/2021	10/7/2021	10/14/2021	10/21/2021	10/28/2021	11/4/2021	11/11/2021	11/18/2021	11/25/2021	12/2/2021	12/9/2021	12/16/2021	12/23/2021	12/30/2021	1/6/2022	1/13/2022	1/20/2022	1/27/2022	2/3/2022	2/10/2022	2/17/2022	2/24/2022	3/2/2022	3/9/2022	3/16/2022	3/23/2022	3/30/2022	4/6/2022	4/13/2022	4/20/2022	4/27/2022	5/4/2022	5/11/2022	5/18/2022	5/25/2022	6/1/2022	6/8/2022	6/15/2022	6/22/2022	6/29/2022	7/6/2022	7/13/2022	7/20/2022	7/27/2022	8/3/2022	8/10/2022	8/17/2022	8/24/2022	8/31/2022	9/7/2022	9/14/2022	9/21/2022	9/28/2022	10/5/2022	10/12/2022	10/19/2022	10/26/2022	11/2/2022	11/9/2022	11/16/2022	11/23/2022	11/30/2022	12/7/2022	12/14/2022	12/21/2022	12/28/2022	1/4/2023	1/11/2023	1/18/2023	1/25/2023	2/1/2023	2/8/2023	2/15/2023	2/22/2023	2/29/2023	3/6/2023	3/13/2023	3/20/2023	3/27/2023	4/3/2023	4/10/2023	4/17/2023	4/24/2023	5/1/2023	5/8/2023	5/15/2023	5/22/2023	5/29/2023	6/5/2023	6/12/2023	6/19/2023	6/26/2023	7/3/2023	7/10/2023	7/17/2023	7/24/2023	7/31/2023	8/7/2023	8/14/2023	8/21/2023	8/28/2023	9/4/2023	9/11/2023	9/18/2023	9/25/2023	10/2/2023	10/9/2023	10/16/2023	10/23/2023	10/30/2023	11/6/2023	11/13/2023	11/20/2023	11/27/2023	12/4/2023	12/11/2023	12/18/2023	12/25/2023	1/1/2024	1/8/2024	1/15/2024	1/22/2024	1/29/2024	2/5/2024	2/12/2024	2/19/2024	2/26/2024	3/5/2024	3/12/2024	3/19/2024	3/26/2024	4/2/2024	4/9/2024	4/16/2024	4/23/2024	4/30/2024	5/7/2024	5/14/2024	5/21/2024	5/28/2024	6/4/2024	6/11/2024	6/18/2024	6/25/2024	7/2/2024	7/9/2024	7/16/2024	7/23/2024	7/30/2024	8/6/2024	8/13/2024	8/20/2024	8/27/2024	9/3/2024	9/10/2024	9/17/2024	9/24/2024	10/1/2024	10/8/2024	10/15/2024	10/22/2024	10/29/2024	11/5/2024	11/12/2024	11/19/2024	11/26/2024	12/3/2024	12/10/2024	12/17/2024	12/24/2024	1/7/2025	1/14/2025	1/21/2025	1/28/2025	2/4/2025	2/11/2025	2/18/2025	2/25/2025	3/4/2025	3/11/2025	3/18/2025	3/25/2025	4/1/2025	4/8/2025	4/15/2025	4/22/2025	4/29/2025	5/6/2025	5/13/2025	5/20/2025	5/27/2025	6/3/2025	6/10/2025	6/17/2025	6/24/2025	7/1/2025	7/8/2025	7/15/2025	7/22/2025	7/29/2025	8/5/2025	8/12/2025	8/19/2025	8/26/2025	9/2/2025	9/9/2025	9/16/2025	9/23/2025	9/30/2025	10/7/2025	10/14/2025	10/21/2025	10/28/2025	11/4/2025	11/11/2025	11/18/2025	11/25/2025	12/2/2025	12/9/2025	12/16/2025	12/23/2025	12/30/2025	1/6/2026	1/13/2026	1/20/2026	1/27/2026	2/3/2026	2/10/2026	2/17/2026	2/24/2026	3/2/2026	3/9/2026	3/16/2026	3/23/2026	3/30/2026	4/6/2026	4/13/2026	4/20/2026	4/27/2026	5/4/2026	5/11/2026	5/18/2026	5/25/2026	6/1/2026	6/8/2026	6/15/2026	6/22/2026	6/29/2026	7/6/2026	7/13/2026	7/20/2026	7/27/2026	8/3/2026	8/10/2026	8/17/2026	8/24/2026	8/31/2026	9/7/2026	9/14/2026	9/21/2026	9/28/2026	10/5/2026	10/12/2026	10/19/2026	10/26/2026	11/2/2026	11/9/2026	11/16/2026	11/23/2026	11/30/2026	12/7/2026	12/14/2026	12/21/2026	12/28/2026	1/4/2027	1/11/2027	1/18/2027	1/25/2027	2/1/2027	2/8/2027	2/15/2027	2/22/2027	2/29/2027	3/6/2027	3/13/2027	3/20/2027	3/27/2027	4/3/2027	4/10/2027	4/17/2027	4/24/2027	5/1/2027	5/8/2027	5/15/2027	5/22/2027	5/29/2027	6/5/2027	6/12/2027	6/19/2027	6/26/2027	7/3/2027	7/10/2027	7/17/2027	7/24/2027	7/31/2027	8/7/2027	8/14/2027	8/21/2027	8/28/2027	9/4/2027	9/11/2027	9/18/2027	9/25/2027	10/2/2027	10/9/2027	10/16/2027	10/23/2027	10/30/2027	11/6/2027	11/13/2027	11/20/2027	11/27/2027	12/4/2027	12/11/2027	12/18/2027	12/25/2027	1/1/2028	1/8/2028	1/15/2028	1/22/2028	1/29/2028	2/5/2028	2/12/2028	2/19/2028	2/26/2028	3/5/2028	3/12/2028	3/19/2028	3/26/2028	4/2/2028	4/9/2028	4/16/2028	4/23/2028	4/30/2028	5/7/2028	5/14/2028	5/21/2028	5/28/2028	6/4/2028	6/11/2028	6/18/2028	6/25/2028	7/2/2028	7/9/2028	7/16/2028	7/23/2028	7/30/2028	8/6/2028	8/13/2028	8/20/2028	8/27/2028	9/3/2028	9/10/2028	9/17/2028	9/24/2028	10/1/2028	10/8/2028	10/15/2028	10/22/2028	10/29/2028	11/5/2028	11/12/2028	11/19/2028	11/26/2028	12/3/2028	12/10/2028	12/17/2028	12/24/2028	1/7/2029	1/14/2029	1/21/2029	1/28/2029	2/4/2029	2/11/2029	2/18/2029	2/25/2029	3/4/2029	3/11/2029	3/18/2029	3/25/2029	4/1/2029	4/8/2029	4/15/2029	4/22/2029	4/29/2029	5/6/2029	5/13/2029	5/20/2029	5/27/2029	6/3/2029	6/10/2029	6/17/2029	6/24/2029	7/1/2029	7/8/2029	7/15/2029	7/22/2029	7/29/2029	8/5/2029	8/12/2029	8/19/2029	8/26/2029	9/2/2029	9/9/2029	9/16/2029	9/23/2029	9/30/2029	10/7/2029	10/14/2029	10/21/2029	10/28/2029	11/4/2029	11/11/2029	11/18/2029	11/25/2029	12/2/2029	12/9/2029	12/16/2029	12/23/2029	12/30/2029	1/6/2030	1/13/2030	1/20/2030	1/27/2030	2/3/2030	2/10/2030	2/17/2030	2/24/2030	3/2/2030	3/9/2030	3/16/2030	3/23/2030	3/30/2030	4/6/2030	4/13/2030	4/20/2030	4/27/2030	5/4/2030	5/11/2030	5/18/2030	5/25/2030	6/1/2030	6/8/2030	6/15/2030	6/22/2030	6/29/2030	7/6/2030	7/13/2030	7/20/2030	7/27/2030	8/3/2030	8/10/2030	8/17/2030	8/24/2030	8/31/2030	9/7/2030	9/14/2030	9/21/2030	9/28/2030	10/5/2030	10/12/2030	10/19/2030	10/26/2030	11/2/2030	11/9/2030	11/16/2030	11/23/2030	11/30/2030	12/7/2030	12/14/2030	12/21/2030	12/28/2030	1/4/2031	1/11/2031	1/18/2031	1/25/2031	2/1/2031	2/8/2031	2/15/2031	2/22/2031	2/29/2031	3/6/2031	3/13/2031	3/20/2031	3/27/2031	4/3/2031	4/10/2031	4/17/2031	4/24/2031	5/1/2031	5/8/2031	5/15/2031	5/22/2031	5/29/2031	6/5/2031	6/12/2031	6/19/2031	6/26/2031	7/3/2031	7/10/2031	7/17/2031	7/24/2031	7/31/2031	8/7/2031	8/14/2031	8/21/2031	8/28/2031	9/4/2031	9/11/2031	9/18/2031	9/25/2031	10/2/2031	10/9/2031	10/16/2031	10/23/2031	10/30/2031	11/6/2031	11/13/2031	11/20/2031	11/27/2031	12/4/2031	12/11/2031	12/18/2031	12/25/2031	1/1/2032	1/8/2032	1/15/2032	1/22/2032	1/29/2032	2/5/2032	2/12/2032	2/19/2032	2/26/2032	3/5/2032	3/12/2032	3/19/2032	3/26/2032	4/2/2032	4/9/2032	4/16/2032	4/23/2032	4/30/2032	5/7/2032	5/14/2032	5/21/2032	5/28/2032	6/4/2032	6/11/2032	6/18/2032	6/25/2032	7/2/2032	7/9/2032	7/16/2032	7/23/2032	7/30/2032	8/6/2032	8/13/2032	8/20/2032	8/27/2032	9/3/2032	9/10/2032	9/17/2032	9/24/2032	10/1/2032	10/8/2032	10/15/2032	10/22/2032	10/29/2032	11/5/2032	11/12/2032	11/19/2032	11/26/2032	12/3/2032	12/10/2032	12/17/2032	12/24/2032	1/7/2033	1/14/2033	1/21/2033	1/28/2033	2/4/2033	2/11/2033	2/18/2033	2/25/2033	3/4/2033	3/11/2033	3/18/2033	3/25/2033	4/1/2033	4/8/2033	4/15/2033	4/22/2033	4/29/2033	5/6/2033	5/13/2033	5/20/2033	5/27/2033	6/3/2033	6/10/2033	6/17/2033	6/24/2033	7/1/2033	7/8/2033	7/15/2033	7/22/2033	7/29/2033	8/5/2033	8/12/2033	8/19/2033	8/26/2033	9/2/2033	9/9/2033	9/16/2033	9/23/2033	9/30/2033	10/7/2033	10/14/2033	10/21/2033	10/28/2033	11/4/2033	11/11/2033	11/18/2033	11/25/2033	12/2/2033	12/9/
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Incorporating Bicycle Level of Traffic Stress into MPO Performance Based Planning  
 FHWA Measuring Multimodal Connectivity Pilot Grant Program  
 Partnering for Performance New Hampshire

Task/Subtask	PROPOSED EXPENSES					PROPOSED SOURCES OF FUNDING					
	RPC Direct Staff Cost	RPC Indirect @ 1.2765	PSU Contract	MPO/RPC Contracts	In-Kind Value	Total Budget (Ind + In-Kind)	Proposed FHWA Share	MPO Cash Match	PSU In-Kind Match	Public In-Kind Match	Total Proposed Match
<b>Task 0 - Project Administration</b>	\$1,990	\$2,540	\$0	\$2,477	\$0	\$7,008	\$7,606	\$1,401.50	\$0	\$0	\$1,402
0.1 Administration, billing and NHDOT communication											
<b>Task 1 - Model Refinement</b>	\$4,419	\$5,641	\$8,823	\$41,023	\$4,106	\$56,011	\$51,209	\$8,696.43	\$4,106	\$0	\$12,802
1.1 Run current PSU LTS model for 5 MPO/RPC regions											
1.2 Develop add'l attribute data where not available											
1.3 Public engagement through forums and ArcGIS app											
1.4 Synthesize input and refine model											
<b>Task 2 - Performance Measure Definition</b>	\$3,398	\$4,308	\$6,845	\$3,715	\$0	\$18,466	\$17,373	\$1,093.34	\$0	\$0	\$1,093
2.1 Research LTS-based measures used by other MPOs											
2.2 Work through PPNH to define LTS-based metric											
<b>Task 3 - Network Analysis by Region and Target Community</b>	\$2,464	\$3,138	\$7,292	\$4,334	\$0	\$17,188	\$16,147	\$2,536.78	\$0	\$0	\$2,537
3.1 Refine model to include major trip generators											
3.2 Run and review connectivity analysis											
<b>Task 4 - Package Results</b>	\$531	\$677	\$2,525	\$5,573	\$0	\$9,306	\$8,745	\$1,861.18	\$0	\$0	\$1,861
4.1 Create network visualizations and analysis summaries											
<b>Task 5 - Performance Measure Implementation</b>	\$1,128	\$1,440	\$4,446	\$10,527	\$0	\$17,099	\$16,475	\$2,618.79	\$0	\$0	\$2,619
5.1 Incorp LTS measure(s) in core MPO planning processes											
<b>Task 6 - Report Development</b>	\$1,327	\$1,694	\$2,126	\$2,477	\$0	\$7,623	\$7,098	\$1,524.62	\$0	\$0	\$1,525
6.1 Develop pilot project final report											
<b>Task 7 - Peer Sharing</b>	\$1,265	\$1,609	\$2,787	\$1,238	\$0	\$6,629	\$6,104	\$1,525.89	\$0	\$0	\$1,526
7.1 Pilot grantee peer sharing and other dissemination											
<b>Personnel Cost Subtotals</b>	\$10,522	\$13,432	\$22,398	\$71,364	\$4,106	\$121,821	\$113,974	\$20,259	\$4,106	\$0	\$24,364
<b>Non Personnel Costs (meeting travel)</b>						\$3,128	\$2,503	\$626	\$0	\$0	\$626
<b>Total Project Cost</b>						\$124,950	\$116,477	\$20,884	\$4,106	\$0	\$24,990

**Notes:**  
 Proposed RPC MPO time is budgeted at \$33.17/hour for senior staff and \$15.00/hour for intern plus 127.65% IDC  
 Other RPC/MPOs time is budgeted at \$34/hour plus 127.65% IDC for a total of \$77.40/hour  
 Plymouth State University in-kind time is budgeted at \$51.58/hour for Faculty plus 8.4% summer fringe plus 56.7% PSU IDC  
 Plymouth State University Faculty in-kind time is budgeted at \$51.58/hour plus 42.3% academic year fringe plus 56.7% PSU IDC

Informational: Please Note: If you have any questions regarding the information provided in this report, please contact the Program Administrator.

REPORT: UNPLATE INPLATE RE-ARREST THROUGH BY THE SHOP HAS TO BE RE-ARRESTED

Agency	Count	Rate	Value	Count	Rate	Value
ADULT	12	12.00	144.00	12	12.00	144.00
JUVENILE	12	12.00	144.00	12	12.00	144.00
TOTAL	24	12.00	288.00	24	12.00	288.00

Agency	Count	Rate	Value	Count	Rate	Value
ADULT	12	12.00	144.00	12	12.00	144.00
JUVENILE	12	12.00	144.00	12	12.00	144.00
TOTAL	24	12.00	288.00	24	12.00	288.00

Agency	Count	Rate	Value	Count	Rate	Value
ADULT	12	12.00	144.00	12	12.00	144.00
JUVENILE	12	12.00	144.00	12	12.00	144.00
TOTAL	24	12.00	288.00	24	12.00	288.00

## ARTICLE I

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 associated with the defined Scope 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 November 20, 2020.

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 shall not exceed \$124,950.00 with 50% in State FY 2019 (\$62,475) and 50% (\$62,475) in State FY 2020. Funding for the pilot project is from the Federal Highway Administration (FHWA) in the amount of \$99,960.00 comprising 80% of the total project budget. The required 20% non-federal match, totaling \$24,990.00 will be provided through a combination of cash and in-kind sources, including Plymouth State University's (PSU) \$4,106.00 in in-kind staff time and the remaining \$20,884.00 in cash match from the Regional Planning Commissions local dues. The total proposed budget including Federal share and match is \$124,950.00. Of the \$124,950.00 fee, 80% (\$99,960.00) will be reimbursed from the Municipal Aid- Federal Account and 20% (\$24,990.00) from the Rockingham Planning Commission. The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$99,960.00 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



## ARTICLE II

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.

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 in accordance with 2 CFR, Part 225. If the 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

## ARTICLE II

(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. 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. The DEPARTMENT will make payments to the COMMISSION within fifteen (15) business days of receipt of an acceptable bill. 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 - GENERAL PROVISIONS**

A. **HEARINGS, ETC.**

Blank

B. **CONTRACT PROPOSALS**

Blank

**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 156 Water Street, Exeter, 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 the COMMISSION by the DEPARTMENT. In the event of such a termination of this

#### ARTICLE IV

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 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 NH Department's Administration of Planning Funds guidebook, unless such standards conflict with the provisions of this Agreement or with Federal or State laws and rules. The COMMISSION understands that the NH 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 remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

ARTICLE IV

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

## ARTICLE IV

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 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.

#### ARTICLE IV

- (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 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).

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.

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

ROCKINGHAM PLANNING COMMISSION

\_\_\_\_\_  
(Company)

By  \_\_\_\_\_

Timothy Roache, Executive Director  
(Title)

Date: 10/26/18

**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 Rockingham 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:

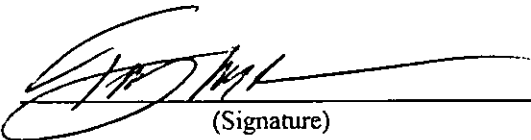
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving 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): **NONE**

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.

10/26/18  
(Date)

  
(Signature)

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

(SEAL)

**Consultant**

CONSULTANT

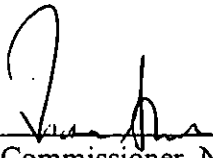
Dated: 10/26/18

By:   
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

Dated: 11/19/18

By:   
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: 12/12/18

By:   
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



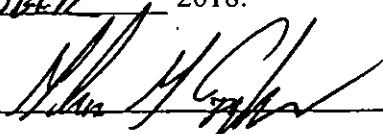
**CERTIFICATE OF AUTHORITY**

I, Glenn Coppelman, Secretary of the Rockingham Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on February 28, 2018, the Rockingham Planning Commission voted to accept funds and to enter into a contract with the NH Department of Transportation;
- (3) the Rockingham Planning Commission further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (4) 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
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Timothy Roache, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 26<sup>TH</sup> day of OCTOBER 2018.

  
 \_\_\_\_\_  
 Secretary (signature above)

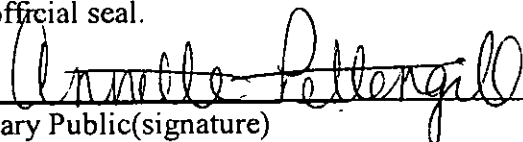
STATE OF NEW HAMPSHIRE

County of Rockingham

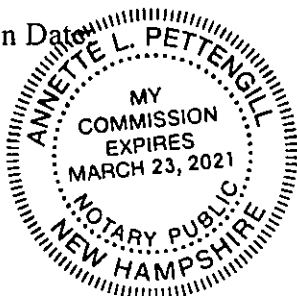
On this the 26<sup>th</sup> day of October, 2018 before me

Annette Pettengill the undersigned officer, personally appeared  
Glenn Coppelman who acknowledged himself to be the Secretary of the  
Rockingham Plan Commission being authorized so to do, executed the foregoing  
 instrument for the purpose therein contained.

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

  
 \_\_\_\_\_  
 Notary Public(signature)

Commission Expiration Date  
(Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2018

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

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

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-962-7132      FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Ohio Casualty Insurance Company	<b>NAIC #</b> 24074
<b>INSURED</b> Rockingham Planning Commission 156 Water St Exeter NH 03833	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>INSURER G :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 45301240

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		BZO58281160	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			BAO58281160	1/1/2018	1/1/2019	COMBINED SINGL LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is Additional Insured if required by written contract or written agreement, subject to Businessowners' Liability Extension Blanket Additional Insured Provision.

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Transportation Hazen Drive Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Damon Netz

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ACORD 25 (2016/03)

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NH Public Risk Management Exchange

### CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833		<b>Member Number:</b> 563	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> 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 Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> 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	1/1/2018 1/1/2019	1/1/2019 1/1/2020	<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.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Transportation Hazen Drive Concord, NH 03302			By: <i>Tammy Denver</i> Date: 11/29/2018    tdenver@nhprimex.org Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

## NON-DISCRIMINATION ASSURANCES

The Rockingham 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 this research contract:

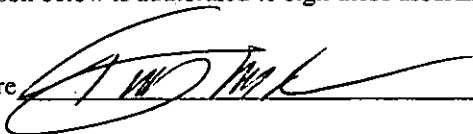
1. That the RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the 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 this research contract in adapted form in all proposals for negotiated agreements:

*The Rockingham 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 and is binding on the RECIPIENT, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest and other participants in this research contract

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

Signature  Date: 10/26/19

Name/Title Timothy Roache, 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.