



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

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CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance  
May 15, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract amendment with the Southern NH Planning Commission (Vendor #154521), Manchester, NH, by extending the completion date from June 30, 2013 to March 31, 2014, effective upon Governor and Council approval. This is a time extension only, requiring no additional funds.

**EXPLANATION**

This contract with the Southern NH Planning Commission was originally approved by Governor and Council on May 25, 2011, as item #143.

Southern NH Planning Commission, a designated Metropolitan Planning Organization (MPO), covers the Manchester Urbanized Area and surrounding towns. The Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), provides planning and transit funds for each MPO. Cooperatively, the NHDOT and the Southern NH Planning Commission have developed procedures for addressing transportation planning issues.

Southern NH Planning Commission requested an extension to the contract completion date in March 2013 and supplied appropriate contract documentation in May 2013. As part of this amendment, Southern NH Planning Commission will continue its work relative to completing the Concord-Manchester Transit Feasibility Study, Piscataquog Watershed Crossing Vulnerability Assessment, and MTA/CART System Connection Study (continue quantifying demand for travel, develop conceptual alternatives for connection).

The total contract amount (not to exceed \$1,492,572) is unchanged. Work on this project is currently 65% complete, and by June 30, 2013, \$420,000 will be left to be spent on this extended work.

Original Completion Date  
By this Amendment

June 30, 2013  
March 31, 2014

The amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed amended Agreement 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.

Sincerely,

  
for Christopher D. Clement, Sr.  
Commissioner

**Amendment to Contract # 4001395 between the State of NH Department of Transportation and Southern NH Planning Commission (approved 5/25/2011, Item #143 ).**

This contract amendment changes the completion date for the. All other provisions will remain in effect.

ARTICLE I Section F. Date of Completion has been amended to read as follows:

F. DATE OF COMPLETION

The date of completion for the Planning services rendered under this AGREEMENT shall be March 31, 2014.



# Southern New Hampshire Planning Commission

438 Dubuque Street, Manchester, NH 03102-3546, Telephone (603) 669-4664 Fax (603) 669-4350  
www.snhpc.org

**RECEIVED**  
DEPARTMENT OF  
TRANSPORTATION

APR - 9 2013

April 5, 2013

William Watson, Jr. P.E., Administrator  
Bureau of Planning & Community Assistance  
NH Department of Transportation  
John O. Morton Building  
7 Hazen Drive  
Concord, NH 03302-0483

**BUREAU OF**  
**Planning and Community Assistance**

RE: SNHPC FY 2012 – FY 2013 UPWP – Transfer of Funds/Extension Request

Dear Mr. Watson:

The purpose of this letter is to request a transfer of funds in our FY 2012 – FY 2013 UPWP to conduct the **Concord-Manchester Transit Service Feasibility Study, Piscataquog Watershed Stream Crossing Vulnerability Assessment, and Land Use Update Utilizing 2010 Aerial Imagery.**

**Concord-Manchester Transit Service Feasibility Study**

The changes include transferring a total of \$62,700 from three sub-tasks into Sub-Task 55.14 (Special Projects). The specifics of the transfer, summarized in the table below, include:

- Transfer of \$45,000 from Sub-Task 51.12 (Program Administration) to 55.14
- Transfer of \$15,005 from Sub-Task 52.15 (Transportation Improvement Program) to 55.14
- Transfer of \$2,695 from Sub-Task 52.19 (Transportation Conformity) to 55.14

Transfer of Funds Summary  
Concord-Manchester Transit  
Service Feasibility Study

Task	Current FY 2012 - FY 2013 Task Budget		Revised FY 2012 - FY 2013 Task Budget	
	Contract Amount	Contract Remaining*	Contract Amount	Contract Remaining
51.12 - Program Administration	\$50,061.00	\$47,308.33	\$5,061.00	\$2,308.33
52.15 - Transportation Improvement Program	\$16,733.00	\$16,237.90	\$1,728.00	\$1,232.90
52.19 - Transportation Conformity	\$15,691.00	\$15,691.00	\$12,996.00	\$12,996.00
55.14 - Special Projects	\$6,720.00	\$6,434.94	\$69,420.00	\$69,134.94
<b>Totals</b>	<b>\$89,205.00</b>	<b>\$85,672.17</b>	<b>\$89,205.00</b>	<b>\$85,672.17</b>

figures as of 02/29/13

**Piscataquog Watershed Stream Crossing Vulnerability Assessment**

SNHPC is requesting a total of \$93,481 from two sub-tasks and SPR into Sub-Task 42.12 (Land Use and Environmental Links). The specifics of the transfer, summarized in Attachment 1, include:

- Transfer \$3,000 from Work Task 42.19 to Work Task 42.12
- Transfer \$5,000 from Work Task 45.13 to Work Task 42.12
- Transfer \$84,458 from SPR to Work Task 42.12

Transfer of Funds Summary  
Piscataquog Watershed Stream Crossing  
Vulnerability Assessment

Task	Current FY 2012 - FY 2013 Task Budget		Revised FY 2012 - FY 2013 Task Budget	
	Contract Amount	Contract Remaining*	Contract Amount	Contract Remaining
42.19 – Transportation Conformity	\$62,765.00	\$33,826.70	\$59,765.00	\$826.70
45.13 – Local Public Agency Prog. Support	\$56,045.00	\$55,585.66	\$51,045.00	\$585.86
SPR	\$200,001.00	\$185,000.00	\$115,543.00	\$115,543.00
<b>Totals</b>	<b>\$318,811.00</b>	<b>\$274,412.36</b>	<b>\$226,353.00</b>	<b>\$116,955.56</b>

figures as of 02/29/13

**Land Use Update Utilizing 2010 Aerial Imagery**

SNHPC is requesting that a total of \$18,421 from ten sub-tasks into Sub-Task 44.13 (Geographic Information System). The specifics of the transfer, summarized in the attached, include:

- Transfer \$4,500 from 42.14 to 44.13
- Transfer \$2,500 from 42.16 to 44.13
- Transfer \$3,000 from 42.17 to 44.13
- Transfer \$1,000 from 42.10 to 44.13
- Transfer \$2,000 from 43.11 to 44.13
- Transfer \$1,000 from 43.12 to 44.13
- Transfer \$1,000 from 43.14 to 44.13
- Transfer \$1,421 from 44.14 to 44.13
- Transfer \$1,000 from 44.15 to 44.13
- Transfer \$1,000 from 44.16 to 44.13

Transfer of Funds Summary  
Land Use Update Using 2010 Aerial Imagery

Task	Current FY 2012 - FY 2013 Task Budget		Revised FY 2012 - FY 2013 Task Budget	
	Contract Amount	Contract Remaining*	Contract Amount	Contract Remaining
42.14 – Interagency Consultation	\$14,515.00	\$9,032.41	\$10,015.00	\$982.59
42.16 – Congestion Management Process	\$14,448.00	\$12,122.68	\$11,948.00	\$174.68
42.17 – Intelligent Transp. System	\$10,147.00	\$3,840.96	\$7,147.00	\$3,306.04
42.10 – Metropolitan LR Trans. Plan	\$118,872.00	\$1,274.69	\$117,872.00	\$274.69
43.11 – Technical Advisory Committee	\$13,440.00	-\$2,667.47	\$36,440.00	\$667.47
43.12 – Plan Com/Committee mtgs.	\$7,616.00	-\$1,223.60	\$54,616.00	\$223.60
43.14 – Public Outreach	\$64,669.00	\$41,859.37	\$63,669.00	\$359.00
44.14 – Demographics	\$59,248.00	\$19,760.96	\$57,827.00	\$339.96
44.15 – Equipment	\$15,616.00	\$15,477.68	\$616.00	\$477.68
44.16 – Transportation Model	\$21,837.00	-\$20,779.19	\$20,837.00	\$220.81
<b>Totals</b>	<b>\$318,571.00</b>	<b>\$99,477.68</b>	<b>\$360,150.00</b>	<b>\$6,805.71</b>

figures as of 02/29/13

Attached are the purpose and scopes of work for the three above projects.

**UPWP 2012-2013 Extension**

Additionally, we are also requesting a time extension of our UPWP 2012-2013 to March 31, 2014 because of the Concord-Manchester Transit Service Feasibility Study, Piscataquog Watershed Stream Crossing Vulnerability Assessment and MTA/CART System Connection studies.

**MTA/CART System Connection Study**

To date, \$7,025, representing about 41 percent of the total project budget has been spent on the MTA/CART System Connection Study. It is anticipated that the entire project budget will be spent; and therefore approximately \$10,005, or 59 percent of the total project budget will be utilized to complete the project. The tasks remaining to be completed include the following:

Demand Estimation – Further quantify the potential demand for travel between the MTA service area and the CART service area through the use of other means such as Census Journey-to-work data, demographic data and zoning data.

Develop Conceptual Alternative - Develop a conceptual alternative(s) for the MTA/CART connection. This task will be completed with the assistance of MTA and CART personnel.

Follow-Up Meetings - Review the conceptual alternative(s) for the MTA/CART connection with MTA, CART and the Towns of Derry and Londonderry. The alternatives will be revised based on the feedback received.

Final Alternative - Based on the work completed in earlier tasks, develop a final alternative for the MTA/CART connection. Develop preliminary capital and operating cost estimates and an implementation schedule for the proposed service. The final alternative the MTA/CART connection will consider other potential opportunities and issues related to the development of regional transit services in the study area. The final alternative will be reviewed with the Towns of Derry and Londonderry.

Documentation/Report - Document the project including the final alternative in a report.

Meetings - Hold meetings with the SNHPC, MTA and CART Board of Directors to discuss the results of the work.

The work has not been completed as originally planned and scheduled due to transportation staff workload and the loss of the CART Executive Director during Fall 2012. The extension not being approved would result in the loss of an opportunity to develop the required fixed-route capabilities for the CART system.

If you have any questions or require further information, please do not hesitate to call me at (603) 669-4664 or at [dpreece@snhpc.org](mailto:dpreece@snhpc.org).

Sincerely,

SOUTHERN NEW HAMPSHIRE  
PLANNING COMMISSION

David J. Preece, AICP  
Executive Director

DJP/lm

**CERTIFICATE OF VOTE**

I, Barbara Griffin, Chairman of the Southern New Hampshire Planning Commission, do hereby certify that at a meeting held on 5/14/13:

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Southern NH Planning Commission on this 14 day of May, 2013.

Barbara Griffin  
(name, position) Chairman

STATE OF NEW HAMPSHIRE  
County of Hillsborough

On this 14th day of May, 2013, before me Linda Moore, the undersigned officer, personally appeared, Barbara Griffin, who acknowledged him/herself to be the Chairman of the Southern NH Planning Commission, and that he/she, as such Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

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

9/9/14  
My Commission Expires



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

The CONSULTANT \_\_\_\_\_, proposed subconsultant \_\_\_\_\_, hereby certifies that it has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has X, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Southern New Hampshire Planning Commission \_\_\_\_\_  
(Company)

By: \_\_\_\_\_

Executive Director \_\_\_\_\_  
(Title)

Date: 5/14/13

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

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

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

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

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Executive Director and duly-authorized representative of the firm of Southern New Hampshire 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:

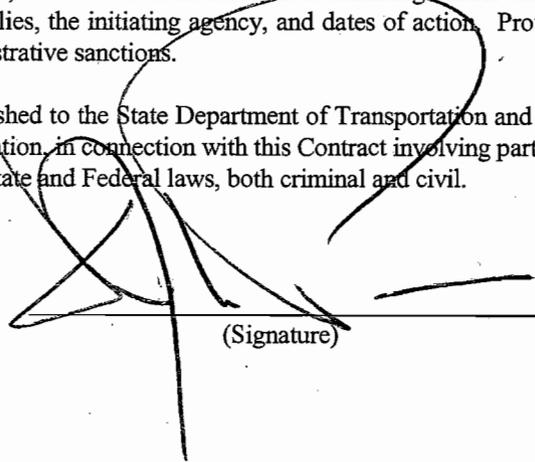
~~I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving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

5/14/13  
(Date)

  
(Signature)

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

**Consultant**

CONSULTANT

Dated: 5/14/13

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

Dated: 5/16/13

**Attorney General**

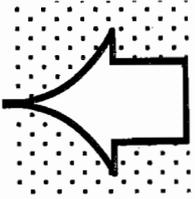
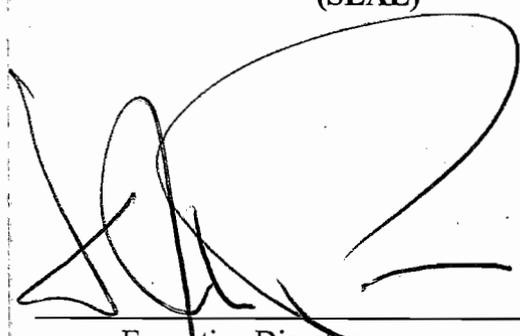
This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

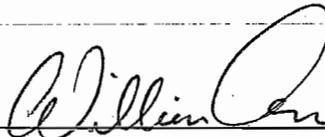
Dated: 6/7/13

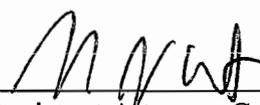
**Secretary of State**

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

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

(SEAL)   
By:   
Executive Director

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

By:   
Assistant Attorney General  
John J. Confini

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

## NON-DISCRIMINATION ASSURANCES

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

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

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

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

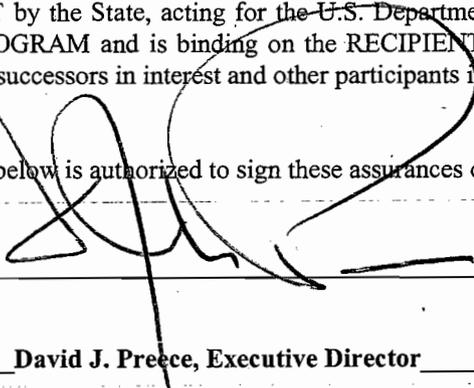
3. That the RECIPIENT shall insert the clauses of Appendix A of this assurance in every contract subject to this ACT and the REGULATIONS.
4. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial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

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

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

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

Signature



Date:

5/14/13

Name/Title David J. Preece, Executive Director

Attachments: Appendix A

## APPENDIX A

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

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

## Federal Regulations Compliance Assurance

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

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

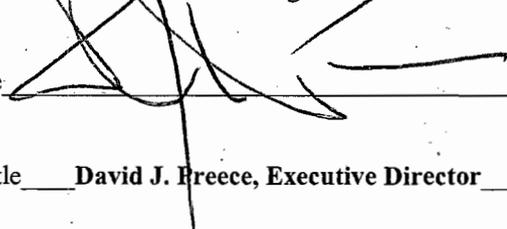
1. The Subrecipient acknowledges and agrees the NH Department of Transportation, as the direct recipient of FHWA Planning Funds, assumes the responsibility from FHWA to ensure the subrecipient complies with Federal Laws and Regulations and State Law.
2. The Subrecipient acknowledges the definition of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

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

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

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

Signature



Date:

5/14/13

Name/Title David J. Freece, Executive Director

### CERTIFICATE OF COVERAGE

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

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

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

<b>Certificate Holder:</b> State of New Hampshire-DOT Sharon Allaire-Bureau of Planning State of New Hampshire, Dept of DOT PO Box 483 Concord NH 03302	<b>Date Issued: 5/9/2013</b>	Please direct inquiries to: <b>Debra A. Lewis</b> 603.224.7447x3332
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GEORGE N. CAMPBELL, JR.  
COMMISSIONER

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

Original Contract  
G&C May 25, 2011  
Agenda # 143



JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

Commissioner's Office  
May 9, 2011

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**Requested Action**

Authorize the Department of Transportation to enter into a contract with the Southern NH Planning Commission (Vendor #154521), Manchester, NH, in the amount of \$1,492,572.00 to undertake certain transportation related planning activities from July 1, 2011, or the date of Governor and Council approval, whichever is later, through June 30, 2013. (100% Federal Funds)

Funds in Fiscal Years 2012 and 2013, in account SPR Planning are contingent upon the availability and continued appropriation of funds as follows:

04-96-96- 962015-3022 SPR Planning Funds	<b><u>FY 2012</u></b>	<b><u>FY 2013</u></b>
072-500575 Grants to Non-Profits-Federal	\$782,809	\$709,763

**Explanation**

Southern NH Planning Commission, a designated Metropolitan Planning Organization (MPO), covers the Manchester Urbanized Area and surrounding towns. The Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), provides planning and transit funds for each MPO. Cooperatively, the NHDOT and the Southern NH Planning Commission have developed procedures for addressing transportation planning issues.

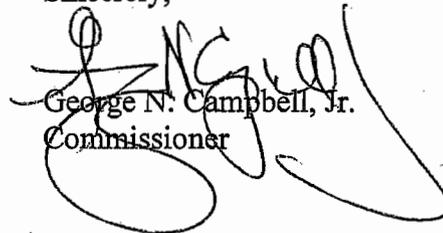
Southern NH Planning Commission has developed a proposal to carry out the Metropolitan Planning process as identified by 23 CFR Subpart C and USC Title 23 Section 134 and the Transit Planning process as identified in Section 5303 of the Federal Transit Act.

This contract comprises the biannual Unified Planning Work Plan (UPWP) for 2012-2013. As part of this program, Southern NH Planning Commission will prepare a comprehensive transportation plan, maintain a transportation database, and develop a regional transportation improvement program. Transportation planning work efforts will include collecting socioeconomic, transportation and roadway systems data, analyzing air quality issues, updating the regional transportation computer model, and providing local technical transportation assistance. Transit planning work efforts will include a providing planning assistance to the Manchester Transit Authority (MTA) and the Cooperative Alliance for regional Transportation (CART), and conduct a MTA/CART system connection study.

The Southern NH Planning Commission can accomplish this work for a total fee not to exceed \$1,865,714.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion (\$1,492,572) is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research SPR funds) with additional (\$373,142) local funds (provided by Southern NH Planning Commission).

The Attorney General has approved this Agreement as to form and execution. Funding for FY 2012 and FY 2013 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and, subsequent to Governor and Council approval, will be on file at the Department of Transportation. It is respectfully requested that authority be given to enter into an Agreement for professional services as detailed in the Requested Resolution.

Sincerely,



George N. Campbell, Jr.  
Commissioner