



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Planning and Community Assistance
May 5, 2017

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Lakes Region Planning Commission (Vendor #154653), Meredith, NH, in the amount of \$428,979.60 to undertake certain transportation related planning activities from July 1, 2017, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2019. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2018 and FY 2019 as follows:

	<u>FY 2018</u>	<u>FY 2019</u>	<u>TOTAL</u>
04-096-096-962515-2944 SPR Planning Funds			
072-500575 Grants to Non-Profits-Federal	\$214,489.80	\$214,489.80	\$428,979.60

EXPLANATION

The Lakes Region Planning Commission is the primary planning agency in the Lakes Region covering thirty communities. The Moving Ahead for Progress in the 21st Century (MAP-21) provides planning and transit funds for each Regional Planning Commission (RPC). Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the Lakes Region Planning Commission has developed procedures for addressing transportation planning issues.

Lakes Region Planning Commission has developed a proposal to carry out the planning and programming processes 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 biennium Unified Planning Work Plan (UPWP) for State Fiscal Years 2018 and 2019. As part of this program, Lakes Region Planning Commission will provide transportation planning and programming to support state, regional, and local needs. The Lakes Region Planning Commission will focus on eight planning factors as follows:

- 1) Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
- 2) Increase the safety of the transportation system for motorized and non-motorized users
- 3) Increase the security of the transportation system for motorized and non-motorized users
- 4) Increase the accessibility and mobility of people and freight
- 5) Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
- 6) Enhance the integration and connectivity of the transportation system, across and between modes, people and freight
- 7) Promote efficient system management and operation
- 8) Emphasize the preservation of the existing transportation system
- 9) Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
- 10) Enhance travel and tourism.

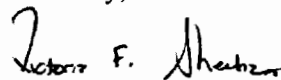
These planning factors are identified in the Moving Ahead for Progress in the 21st Century (MAP-21) transportation bill. Additionally, Lakes Region Planning Commission will address the New Hampshire Federal Highway Administration and Federal Transit Administration Planning Emphasis Areas (PEAs), which include MAP-21 implementation of performance based planning and programming, regional planning cooperation and ladders of opportunities for access to essential services and identification of connectivity gaps.

The Lakes Region Planning Commission can accomplish this work for a total fee not to exceed \$476,644.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion \$428,979.60 is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional \$47,664.40 in local funds (collected by Lakes Region Planning Commission to be applied towards total cost).

The Contract has been approved by the Attorney General as to form and execution and funding for each fiscal year is contingent upon the availability and continued appropriations of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office and subsequent to Governor and Council approval, will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into a Contract for professional services as detailed in the Requested Resolution.

Sincerely,



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.
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ARTICLE I

LAKES REGION PLANNING
COMMISSION
FED. NO.: X-A004(619)
STATE NO. 41375A

**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 Lakes Region Planning Commission, with principal place of business at 103 Main Street, Suite #3, in the Town of Meredith, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

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

The DEPARTMENT requires planning services to complete the tasks set forth in the attached work program.

This AGREEMENT becomes effective upon approval by the Governor and Council.

ACTICLE I

ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the COMMISSION, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth in the Unified Planning Work Program (UPWP).

A. **LOCATION AND DESCRIPTION OF PROJECT**

All communities falling under the jurisdiction of the Lakes Region Planning Commission.

B. **SCOPE OF WORK**

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

C. **MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

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

D. **WORK SCHEDULE AND PROGRESS REPORTS**

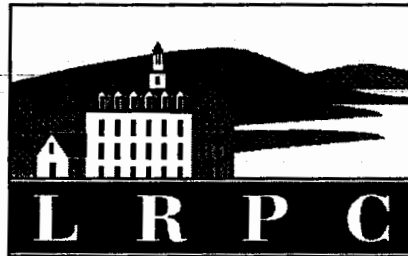
The COMMISSION shall begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The COMMISSION shall complete these services without delay unless unable to do so for causes not under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

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.

Lakes Region Planning Commission

Unified Planning and Work Program

FY 18 and FY 19



Prepared for:

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

April 4, 2017, v5

Introduction

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

Planning Emphasis Areas:

MAP-21 and FAST Act Compliance
Regional Models of Cooperation
Ladders of Opportunities
State Asset Management Plan
Freight Planning

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

FAST ACT and MAP-21 Planning Factors:

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

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

2018-2019 UPWP Tasks

Administration and Training

Category 100

PURPOSE: To effectively and efficiently manage the FY 2018-2019 Unified Planning Work Program (UPWP) agreement between the Lakes Region Planning Commission (LRPC) and the New Hampshire Department of Transportation NHDOT) by providing: staff supervision and training opportunities and documentation of task performance at regular intervals.

101 Invoices and Accounting

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

Proposed Activities and Products:

1. Financial Management and Clerical Services

Deliverables:

- Bookkeeping
- Monthly invoices
- Auditor's Report

102 Program Administration

Objective: To administer the LRPC transportation program and associated agreements with NHDOT, Federal Highway Administration (FHWA) or Federal Transit Administration(FTA) in compliance with state and federal regulations.

Proposed Activities and Products:

1. Contract Management – All tasks related to the administrative oversight of the 2018-2019 UPWP, and activities related to advertising, evaluating, selecting, and monitoring of sub-consultants through competitive bidding requirements as necessary and in consultation with NHDOT..

Deliverables:

- 2020-2021 Unified Planning Work Program
 - 2017 Annual Performance Report
 - Participation in UPWP Mid-Term Review with NHDOT staff
 - 2018-2019 UPWP change requests (as appropriate)
 - Sub-contracts and Agreements (as appropriate)
2. Staff Administration - Staff supervision and related management activities, routine and regular communication, and meetings with NHDOT staff to discuss milestones and status of program objectives.

Deliverables:

- Biweekly staff timesheets
- Monthly status reports

103 Training

Objective: To provide training opportunities for professional planning staff in contemporary transportation content areas to increase knowledge base and the everyday delivery of high quality program services in consultation with NH Department of Transportation (NHDOT) and in accordance with Federal Highway Administration (FHWA) eligibility guidance on planning and research funding for travel and training.

Proposed Activities and Products:

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

Deliverables:

- Documentation of staff training in a variety of transportation topics as available to the extent that funding allows. Priority topic areas include, but are not limited to:
 - FHWA Performance Measures training, as available

- Rural public transportation systems development and the implementation of coordinated transit and human services plans
- Integrated land use and transportation
- Training related to the development and implementation of corridor studies, traffic modeling, and corridor management plans
- Rural transportation systems safety improvements, crash mitigation factors, and priority projects identification;
- Context Sensitive Solutions
- State transportation programs including, but not limited to Transportation Alternatives categories
- Energy, climate change, and sustainable transportation;
- Planning for and implementation of bicycle and pedestrian improvements and intermodal transportation
- Highway capacity, impact analysis, data collection methods, and access management
- Road Safety Audit facilitation and crash reduction
- Seminars and conferences provided by the National Association of Development Organizations (NADO) and the American Planning Association (APA) related to transportation and transportation planning
- Geographical Information Systems (GIS) training relevant to UPWP goals
- Purchase and reimburse necessary travel, books and manuals, postage, publications, materials and other to accomplish training and administration goals

Applicability to FAST ACT and MAP-21 Planning Factors: Priorities within this budgeted task will be determined by training requests direct linkage to FAST ACT and MAP-21 Planning Factors and applicability to identified tasks within this work program.

104 Indirect Cost Adjustment

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

Proposed Activities and Products:

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

105 Memberships, Subscriptions & Professional Costs

105.1 Books and Manuals

105.2 Travel

105.3 Postage

105.4 Publication

105.5 Other

105.6 Materials

Policy & Planning

Category 200

PURPOSE: Begin Consolidation and Coordination of Long-Range Plan, Ten-Year Plan, and annual Transportation Improvement Plan (TIP). The review and development of policies and plans that guide the identification and prioritization of regional transportation needs and planning initiatives. Coordination of regional efforts will be enhanced by regular ongoing collaboration with NH Department of Transportation (NHDOT) and Regional Planning Commission (RPC)/Metropolitan Planning Organization (MPO). Lakes Region communities and the public are encouraged to participate in planning and policy development.

201 Ten Year Plan (TYP)

Objective: To coordinate the Lakes Region communities and Transportation Technical Advisory Committee (TAC) on the development of locally identified regional priorities for inclusion in the Ten-Year Plan (TYP) within funding guidance provided by the NHDOT. This task includes all associated public outreach and support legislative and the Governor's Advisory Commission on Intermodal Transportation (GACIT) activities on issues that affect the over-all Lakes Region transportation system needs.

Proposed Activities and Products:

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

Deliverables:

- Coordinate TYP with Long-Range Plan policies and TIP project priorities
- Organize and facilitate regional TYP project solicitation process
- Participation on committees related to TYP process

- Facilitate local and regional input in the Ten-Year Plan
 - Review existing conditions at proposed project locations, review designs, and attend public hearings and informational meetings
 - Make TYP projects, advertising schedules, and other related information available, as needed
 - Participate in TYP hearings sponsored by the GACIT
2. Review, track, and report on transportation related legislation that affects the development and inclusion of future projects in the TYP.

Deliverables:

- Legislative summary reports for distribution to Lakes Region communities
- Commission endorsed recommendation of regional priorities for inclusion in state Ten-Year Plan

Applicability to FAST ACT and MAP-21 Planning Factors: The priority project selection criteria used for this task include focus on improving safety of the transportation network and preservation of the existing transportation system.

202 Land Use and Environmental Linkages

Objective: To assess opportunities for Lakes Region municipalities, partner organizations, the private sector, and relevant agencies in developing and advancing implementation strategies associated with regional concerns identified in the *Lakes Region Plan 2015-2020: Transportation*. Leading priorities include: 1) proactive measures to advance understanding of transportation network impacts on water quality and development of supporting strategies to minimize impacts; and 2) assessment of transportation infrastructure resiliency with a focus on culvert assessment based on existing land use and environmental characteristics.

Proposed Activities and Products:

1. Continuing research and compiling Geographic Information Systems (GIS) shapefile of underground stormwater drainage infrastructure (e.g., catch basins) for Lake Winnepesaukee communities in cooperation with municipal officials and NHDOT staff. Use US Geological Survey (USGS) catchment areas to determine transportation network and land use impacts. Review existing best practices for stormwater infrastructure maintenance. Prioritize areas of leading concern based on factors including, but not limited to, traffic volume, development density, slopes and soils; consider opportunities for green

infrastructure and 'green streets' solutions. Explore primary areas of concern in relationship to planned transportation improvements.

Deliverables:

-
- Inventory of existing stormwater drainage facilities leading to Lake Winnepesaukee based on local and NHDOT District 3 availability
 - Sensitivity profile refinement based on GIS assessment of slopes, soils, land use density, land use characteristics, traffic volumes, and existing transportation drainage infrastructure near water resources and review by the TAC

Summary of priority areas of concern and recommendations for stormwater quality improvements based on low impact development and green street strategies

2. Establish appropriate assessment model for culvert vulnerability based on existing New Hampshire and other regional examples.

Deliverables:

- Continue piloting catch basin data collection in at least two Lakes Region communities using existing NH Department of Environmental Services (NHDES) and NHDOT standards for collected attributes in conjunction with any additional attributes that may be required based on assessment model chosen
 - Summarize low, moderate, and high risk infrastructure based on model results and create recommendations for potential **locally and state funded** infrastructure enhancements and asset management planning
3. Explore opportunities to minimize unpaved roadway runoff, identified by NHDES as a focus area.

Deliverables:

- Review and summarize best practices as related to municipal land use practices, design standards, and unpaved road maintenance

Applicability to FAST ACT and MAP-21 Planning Factors: All activities in this task are focused on protecting and enhancing the environment, improving quality of life and consistency between transportation improvements and state and local planned growth and economic development patterns.

203 Transportation Planners Collaborative (TPC)

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

Proposed Activities and Products:

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

204 Interagency Consultation

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

Proposed Activities and Products:

1. Review and comment on proposed STIP amendments affecting the Lakes Region as appropriate
2. Participate in monthly Interagency Consultation conference calls
3. Seek to formalize consultation process for non-metropolitan areas

205 Transportation Improvement Program (TIP)

Objective: To coordinate and prepare the Lakes Region TIP using input received in the Ten-Year Plan solicitation process. Task includes the development of TIP update reports, public outreach, refinement, and facilitation of a Transportation Technical Advisory Committee (TAC) project evaluation process.

Proposed Activities and Products:

1. Facilitation of TAC process to evaluate and prioritize regional transportation needs
2. Assist Lakes Region communities in the development of standardized supporting documentation for potential projects
3. Ongoing coordination with NHDOT staff in determining appropriate and available funding for community identified transportation improvements
4. Analysis of regionally identified needs in relationship to historic and future program funding
5. Coordination with NHDOT District 2 and 3 engineers
6. Conduct public outreach related to the development of the regional TIP

Deliverables:

- Updated Regional Transportation Improvement Plan

Applicability to FAST ACT and MAP-21 Planning Factors: All activities in this task are focused on promoting efficient system management and operations.

206 Congestion Management Process

Objective: Assist with statewide planning and explore Transit Projects in the Lakes Region

Proposed Activities and Products:

1. Participate in Statewide steering committee
2. Explore start-up funding for Franklin to Concord Transit Project

207 Intelligent Transportation System

Not an LRPC focus area in FY16-17 UPWP.

208 Regional Transportation Plan

Objective: Review, update and prioritize regional long-range transportation plan

Proposed Activities and Products:

1. Update 2014 plan by reviewing and prioritizing recommendations and tracking performance measures as appropriate.
2. Transportation plan better coordinated with TYP and TIP processes.

209 Transportation Conformity

Not an LRPC focus area in FY16-17 UPWP.

210 State/Long Range Transportation Plan

Work with NHDOT as needed.

211 Bicycle and Pedestrian Planning

Objective: Coordinate regional bicycle and pedestrian planning activity with statewide efforts and coordinate on-going regional bicycling plan results into regional planning and TAP projects

Proposed Activities and Products:

1. Review BPTAC minutes and attend meetings as appropriate
2. Coordinate regional bicycle and pedestrian mapping activities defined in section 403 of this agreement as appropriate
3. Coordinate local and regional bicycle and pedestrian planning efforts defined in section 501 of this agreement with statewide efforts as appropriate

Public Involvement & Coordination

Category 300

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

301 Transportation Technical Advisory Committee (TAC)

Objective: The continued active participation of the Lakes Region Transportation Technical Advisory Committee (TAC) in the advising of projects, review of transportation goals and objectives, development of policy recommendations, and technical guidance for the Lakes Region. Enhance region's scenic byways through continuation of scenic byway corridor management plan and steering committee.

Proposed Activities and Products:

1. Coordination of regular Lakes Region TAC meeting agenda with Lakes Region Planning Commission (LRPC) staff and TAC leadership. Attendance at all TAC meetings – at least six meetings will be conducted annually.
2. Staff administrative support for all aspects of TAC meetings including notices, mailings, coordinating meeting locations, and fulfilling the role of Committee Secretary as outlined in the TAC Standing Rules and Procedures.
3. Identify and coordinate field reviews related to stormwater management and impacts of transportation network on water quality. Site visits may include, but are not limited to: visit to University of New Hampshire (UNH) Stormwater Center for interested TAC members and members of the public, and similar projects in adjacent planning commission regions as appropriate.

Deliverables:

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

4. Administrative staffing to maintain active voting TAC membership with timely municipal notification of upcoming member term expirations.

Deliverables:

- Historic TAC membership tracking records and documented correspondence regarding municipal appointments.

5. Maintain Scenic Byway subcommittee

302 Planning Commission/Committee Meetings

Objective: To inform the Lakes Region Planning Commission (LRPC) and Executive Board, and other LRPC committees about projects and goals for needed transportation improvements in the Lakes Region, transportation related legislative developments, and regional, state, and federal transportation policies.

Proposed Activities and Products:

1. Staff participation in commission and committee meetings for the purpose of conducting transportation planning business. Bring recommendations of the Transportation Technical Advisory Committee (TAC) to the Commission for adoption. Combined staff will participate in not less than six commission/committee meetings annually where transportation is a topic of discussion.

Deliverables:

- Documentation of meetings attended and transportation information presented.

302 Planning Commission/Committee Meetings

Objective: To inform the Lakes Region Planning Commission (LRPC) and Executive Board, and other LRPC committees about projects and goals for needed transportation improvements in the Lakes Region, transportation related legislative developments, and regional, state, and federal transportation policies.

Proposed Activities and Products:

1. Staff participation in commission and committee meetings for the purpose of conducting transportation planning business. Bring recommendations of the Transportation Technical Advisory Committee (TAC) to the Commission for adoption. Combined staff will participate in not less than six commission/committee meetings annually where transportation is a topic of discussion.

Deliverables:

1. Documentation of meetings attended and transportation information presented. Plan adopted by Commission in 2014

303 Public Involvement Plan

Objective: Maintain and improve Public Involvement Plan as needed

Proposed Activities and Products:

1. Review and update plan as needed including implementing recommendation to add Title VI Plan

Deliverables:

- Updated Public Involvement Plan

304 Public Outreach

Objective: Maintain an exchange of information on transportation-related topics between the planning commission and the public in accordance with the *Transportation Improvements – Public Involvement Process*, January 2014, or the most recently updated version.

Proposed Activities and Products:

1. Provide up-to-date information about LRPC and state transportation planning initiatives including corridor studies, topical research, TAC proceedings, transportation discussions presented at commission meetings, etc.

Deliverables:

- Development and posting of transportation-related content on the LRPC Transportation Events web page, press releases, etc. Information to include, but not necessarily be limited to, meeting agenda, draft and final transportation plans, project information, and correspondence with municipal officials.
- Update LRPC Transportation web page with enhanced user features including interactive map.
- Organize and Publish historic Transportation reports and maps on the website

305 Policy Committees

Continue work with established Scenic Byway Advisory Committee.

Plan Support**Category 400**

PURPOSE: The collection, development, maintenance, analysis, and distribution of data and mapping information that support state and regional planning efforts. Associated data includes traffic counts and movements, land use and transportation mapping, and demographics. Equipment and software needed for data collection and analysis will be maintained in good working condition. The utilization of data collected to respond to requests for traffic counts by member communities.

401 Traffic Counts

Objective: To collect, update, store, and retrieve data on traffic counts and intersection turning movements for use in project development and other Unified Planning Work Program (UPWP) tasks.

Proposed Activities and Products:

1. Collect traffic volume data for up to 160 locations annually throughout the region, as requested by the NH Department of Transportation (NHDOT).
2. Collect intersection-turning data at up to five intersections annually as requested by the NHDOT.
3. Staff recruitment, training, organizational meetings, and staff oversight related to traffic counts.
4. Update traffic counting manual used for staff training with refinements based on staff field observations and discussion with NHDOT staff as needed.

Deliverables:

- Field checked and approved traffic counts submitted to NHDOT on a regular basis throughout the traffic counting seasons.
- Data provided in electronic format and detailed reports of vehicle movements for each of ten locations as needed.
- Summary traffic reports processed to include average annual daily traffic provided to Lakes Region municipalities.

- Accurate results based on established training program.
- Revised LRPC traffic counting manual, as needed.

402 RSMS/SADES

Objective: Improve programming for road system improvement at the local and state level.

Proposed Activities and Products

1. Inventory, analyze, and model road system conditions at the local level

Deliverables:

- Inventory and analysis reports that can be used by local DPW directors and CIP budget committees in road system improvement programming.

403 Geographic Information Systems

Objective: Development and maintenance of transportation geospatial data and related data for use in transportation planning efforts. Maps developed will be displayed in a convenient manner for use by Lakes Region municipalities. This element will include a Geographic Information Systems (GIS) based regional bicycle infrastructure assessment building on the 2012 Lakes Region Bicycling and Walking Plan.

Proposed Activities and Products:

1. Continue to acquire, update, and analyze digital land use coverage for Lakes Region communities, primarily using aerial photography, digital orthophoto quads and satellite imagery for use in transportation planning and planning processes focused on integrating land use and transportation.
2. Update zoning information for selected communities for use in transportation and land use analysis.
3. Continue to coordinate with NHDOT to share mapping information on state transportation layers used in regional and local projects.
4. Quantitative assessments of bicycling suitability and regional connectivity using roadway attribute data.
5. Coordinate road inventory updates with municipal officials and NHDOT staff as needed. Changes are identified through local Road Surface Management System inventories.

Deliverables:

- Updated transportation, zoning, related land use, and road inventory information for selected communities within budgetary constraints.
- A summary report outlining GIS identified and prioritized recommendations for improved bicycling suitability and regional connectivity improvements.

Applicability to FAST and MAP-21 Planning Factors: Activities in this task are focused on enhancing the integration and connectivity of the transportation system across modes, improving quality of life and promoting consistency between transportation improvements and state/local planned growth and economic development patterns.

404 Demographics

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

Proposed Activities and Products:

1. Further explore Mosaic, Census on the Map, American Community Survey commuter, and other transportation and land use related data sources.

Deliverables:

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

405 Equipment

Objective: Obtain and/or maintain equipment and transportation resources through a competitive bidding process as necessary, including vehicle, Geographic Information Systems (GIS) hardware and software, manuals, and computer workstations. Ensure all are and remain in good functional condition to fulfill all tasks in this agreement.

Proposed Activities and Products:

1. Operation and maintenance of traffic counting vehicle
2. Purchase and/or repair of traffic counting equipment and supplies

3. Maintenance of computer hardware and software used for transportation planning, including Arc GIS software maintenance
4. Purchase of transportation planning resources such as books and manuals
5. Maintain or upgrade computers used for transportation planning, as needed
6. Plotter/scanner and service agreement

Deliverables:

- Effective and efficient achievement of programmed tasks.
- Scanned and electronically archived transportation maps.

406 Transportation Model

Not a LRPC focus area in FY16-17.

407 Performance Based Planning

Objective: To quantify success by evaluating established performance measures in the Regional Transportation Plan 2015 associated with implementation of LRPC planning services and initiatives **in coordination with NHDOT established measures.**

Proposed Activities and Products:

1. Assess established data sources for performance measures including: historic crash information, American Community Survey means of transportation, and Red List Bridges. Compile information specific to the Lakes Region transportation plan recommendations.
2. Coordinate with the Mid-State, Carroll County, and Grafton-Coos Regional Coordination Councils (RCCs) to obtain ridership, expanded services, and work plan status information.
3. Document the number of RCC and Transportation Technical Advisory Committee (TAC) meetings, safety improvement projects implemented regionally, successful Transportation Alternatives proposals and other sources of supporting information for performance measures listed in the regional plan.

Deliverables:

- Creation and publication of a Lakes Region Performance Profile based on established performance measures

Technical Assistance and Support

Category 500

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

501 Local & Regional Assistance

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

Proposed Activities and Products:

1. Creation of Local Technical Assistance Cost-Sharing Program based on 25-50 percent local match for services rendered. Consideration will be given to a community's ability to provide a match as appropriate. Assistance provided depending on staff availability and local interest, services may include any of the following content areas and minimum level of effort:
 - a. Road Surface Management Systems (complete RSMS inventory and assessment for at least one community annually).
 - b. Statewide Asset Data Exchange System (SADES) infrastructure elements with established NHDOT data collection standards and defined attributes (pilot culvert data collection in at least one community annually).
 - c. Special traffic counts including bicycle and pedestrian counts, vehicle traffic counts, and turning movement counts (complete at least two special traffic counts).
 - d. Transportation Chapters for local Master Plans (complete at least one Transportation Master Plan Chapter).
 - e. Bicycle and/or pedestrian stress mapping (work with at least one community to assess and map bicycle or pedestrian stress).

Deliverables:

- Scopes of service for each requested activity

- Summary report of services provided
- Promotional/program overview materials.

Additional Potential Activities and Products

Local and Regional Assistance may also include, but is not necessarily restricted to, the following:

1. Research and make available information as requested related to parking standards, road standards, etc.
2. Build on recommendations from the *US Route 3 Corridor Transportation Management Plan, Franklin to Laconia, November 8, 2013* by: 1) conducting outreach to identified potential candidates for local Transportation Management Association (TMA) to include: Better Together, United Way, Regional Coordination Councils, UNH Community Resource Center, Tilton Roads Committee and Belknap County; 2) developing two-page summary of plan highlights and recommendations for distribution; and 3) conduct outreach to business leaders in US Route 3 Corridor to assess interest in TMA formation and/or interest in implementing transportation demand management strategies.
3. Complete Streets planning (host one Complete Streets Workshop regionally).

Deliverables:

- Documentation of all assistance provided.
- Documentation of local and regional meetings attended.

Applicability to FAST ACT and MAP-21 Planning Factors: Supporting the economic vitality of the region, preservation of the existing transportation network, increasing accessibility and mobility and promoting efficient system management and operations.

502 Statewide Assistance

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

Proposed Activities and Products:

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

Deliverables:

- Documentation of meetings attended, and information shared.

Applicability to FAST and MAP-21 Planning Factors: Supporting the economic vitality of the region, preservation of the existing transportation network, increasing accessibility and mobility and promoting efficient system management and operations.

503 Local Public Agency (LPA) Program Support

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

Proposed Activities and Products:

1. Work with the NH Maintenance Districts 2 and 3, Transportation Technical Advisory Committee, local officials, and the public in the identification and budgeting of Transportation Alternatives activities.

Deliverables:

- Transportation Alternatives project solicitation process, application evaluation, and written summary as appropriate.

Applicability to FAST and MAP-21 Planning Factors: Increasing accessibility and mobility and promoting efficient system management and operations and enhancing the integration and connectivity of the transportation network across modes.

504 Special Projects

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

Proposed Activities and Products:

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

505 Regional Coordinating Councils (RCC)

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

Proposed Activities and Products:

1. Continue to provide representation for Lakes Region communities in RCC regions 1, 2, and 3.
2. Attend State Coordination Council meetings, as appropriate, to support RCC development and implementation.

3. Provide research, facilitation, and work plan implementation assistance as appropriate.

Deliverables:

- Annual summary report for each of three RCCs serving the Lakes Region.

Applicability to FAST and MAP-21 Planning Factors: Supporting the economic vitality, promoting energy conservation and integration and connectivity of the transportation system across modes.

506 Transit Assistance

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

Proposed Activities and Products:

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

Deliverables:

- Participation and technical assistance as needed.

Lakes Region Planning Commission
 Unified Plan and Work Program
 FY18-19 Cumulative Budget

Category	FY 2018	FY 2019	Federal Match	TTC Match	Local Match	Total Budget
00 - Administration and Training	\$ 45,861	\$ 45,861	\$ 91,722	\$ 11,465	\$ 11,465	\$ 114,652
00 - Policy and Planning	\$ 22,607	\$ 22,607	\$ 45,214	\$ 5,652	\$ 5,652	\$ 56,517
00 - Public Involvement and Coordination	\$ 26,064	\$ 26,064	\$ 52,128	\$ 6,516	\$ 6,516	\$ 65,160
00 - Plan Support	\$ 44,182	\$ 44,182	\$ 88,364	\$ 11,046	\$ 11,046	\$ 110,455
00 - Technical Assistance and Support	\$ 51,944	\$ 51,944	\$ 103,888	\$ 12,986	\$ 12,986	\$ 129,860
Grand Totals	\$ 190,658	\$ 190,658	\$ 381,315	\$ 47,664	\$ 47,664	\$ 476,644

Equipment List by category with cost included in above category totals

00	Vehicle Traffic Counters	\$ 2,435	\$ 2,435	\$ 4,870		\$ 4,870
00	Books and Manuals	\$ 250	\$ 250	\$ 500		\$ 500
00	Software and GIS License Agreement	\$ 4,500	\$ 4,500	\$ 9,000		\$ 9,000
00	Computer Hardware	\$ 1,700	\$ 1,700	\$ 3,400		\$ 3,400
00	Vehicle O&M	\$ 6,800	\$ 6,800	\$ 13,600		\$ 13,600
00	Travel	\$ 3,750	\$ 3,750	\$ 7,500		\$ 7,500
00	SADES Equipment	\$ 300	\$ 300	\$ 600		\$ 600
00	Postage	\$ 300	\$ 300	\$ 600		\$ 600
00	Publication	\$ 600	\$ 600	\$ 1,200		\$ 1,200
00	Other including ICR Adjustment	\$ 588	\$ 588	\$ 1,176		\$ 1,176
00	Materials	\$ 250	\$ 250	\$ 500		\$ 500

ARTICLE I

The COMMISSION shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all major task categories of the mutually agreed upon UPWP. Monthly progress reports shall be submitted by the COMMISSION to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT, based on both percentage of funding spent and on percentage of work actually completed, and a narrative explanation of each major task progress. These monthly progress reports must accompany invoices for payment in order for reimbursement to occur.

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

Reports, plans, and documents shall be submitted to the DEPARTMENT in accordance with the schedule outlined in the attached work program.

F. DATE OF COMPLETION

The date of completion for the Planning services rendered under this AGREEMENT shall be June 30, 2019.

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 \$476,644 in State Fiscal Years 2018 and 2019. Funding from two sources, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), will be combined into a consolidated Planning Grant (CPG). Of the \$476,644 fee, approximately 90% (\$428,979.60) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% (\$47,664.40) from the Lakes Region Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$428,979.60 total amount).

B. **SALARY, BENEFITS AND INDIRECT COSTS**

As agreed to between the Department and the COMMISSION, the COMMISSION, is to provide the information on salaries of all employees at the beginning of the contract or when any changes occur during the contract period.

The rates of all personnel working on the project shall be provided to the DEPARTMENT at the beginning of the STATE fiscal year. Any salary increase as a result of salary adjustments of existing personnel or new hire during the contract period shall be reported to the DEPARTMENT within thirty (30) days.

All actual salaries and reasonable increases thereof paid to technical or other employees assigned to this project shall be the result of a commission-wide evaluation of all employees and shall not be restricted to employees assigned to this project. Any overtime required for this project shall have the prior written approval of the DEPARTMENT.

All charges attributed to personnel costs namely employee benefits, payroll taxes and proportionate share of indirect costs shall be used in billing for all work done under this AGREEMENT. Employee benefits shall include holiday, sick and vacation pay, Commission's share of group medical

ARTICLE II

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 annual indirect cost rate is not submitted within the timeframes specified in 2 CFR, Part 225, the Department, as provided in 2 CFR, Part 225, will set the indirect cost rate for the COMMISSION.

Actual salaries paid and percentage factor shall be used until such time as true costs of salary burden and overhead are fixed by audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by audit for the period in which the work was performed, as approved by the DEPARTMENT.

C. DIRECT EXPENSES

Reimbursement for direct expenses includes work such as but not limited to field survey, purchase of computer, purchase of software and maintenance services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses whether performed by the COMMISSION or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the COMMISSION'S established policy but shall not exceed that allowed in the Federal Travel Regulations (41 CFR 300 – 304). Mileage and per diem costs above those allowed in the Federal Travel Regulations shall be subject to prior approval by the DEPARTMENT. For training expenses to be reimbursed, they must be specifically listed in the UPWP scope of work or pre-approved by the DEPARTMENT, and are allowable under 23 CFR 260 400 – 407. Procurement methods must follow 23 CFR 420.121(j). Methods of equipment acquisition, use, and disposition must comply with 23 CFR 420.121(e) approved by the DEPARTMENT.

ARTICLE II

D. FIXED FEE

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. Eligible activities are those eligible for the class of funds used for the activity and must be in an approved UPWP. If, by error or omission, an ineligible activity is contained in the approved UPWP, said activity may be deemed to be ineligible and expenses pertaining to the activity will be considered non-reimbursable. NHDOT and FHWA have the final determination of eligible activities.

F. RECORDS - REPORTS

The COMMISSION shall maintain adequate cost records for all work performed under this AGREEMENT. Reports, studies, meeting minutes, plans, maps, data, and other work performed for the DEPARTMENT and/or other entities billed to this contract shall be submitted when completed. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in 2 CFR 225.

When outstanding work remains to be completed, the COMMISSION shall submit monthly progress reports of work accomplished on a task-by-task basis in a manner satisfactory to the DEPARTMENT.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. **HEARINGS, ETC.**

Blank

B. **CONTRACT PROPOSALS**

Blank

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. **STANDARD SPECIFICATIONS**

Blank

B. **REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES -
INSPECTIONS**

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is at 103 Main Street, Suite #3, Meredith, NH 03253.

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 of the UPWP in a timely manner in accordance with sound professional principles and practices to the reasonable satisfaction of the DEPARTMENT or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of an occurrence of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the COMMISSION, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith. In addition, the DEPARTMENT may have and maintain any legal or equitable remedy against the COMMISSION for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that all work completed with products and data theretofore furnished to the DEPARTMENT by the COMMISSION, of a satisfactory nature in accordance with this AGREEMENT, shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

The COMMISSION shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the COMMISSION, without undue delays and without additional cost to the DEPARTMENT.

ARTICLE IV

E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional Planning services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the COMMISSION to perform such services, and the COMMISSION shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional Planning services are performed by the COMMISSION due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the COMMISSION for such additional services in accordance with the provisions of Article II, Section B.

If additional services are performed by the COMMISSION through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

F. OWNERSHIP OF PLANS

All data, plans, maps, reports and other products prepared, or undertaken either manually or electronically by the COMMISSION, under the provisions of this AGREEMENT, are the property of the COMMISSION and DEPARTMENT. Copies of these will be provided to the DEPARTMENT upon request. The COMMISSION shall provide to the DEPARTMENT, or submit to its inspection, any data, plan, map and reports which shall have been collected, prepared, or undertaken by the COMMISSION, pursuant to this AGREEMENT, or shall have been hitherto furnished to the COMMISSION by the DEPARTMENT. The COMMISSION shall have the right to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

The COMMISSION shall not sublet, assign or transfer any part of the COMMISSION'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

ARTICLE IV

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". A copy of each subcontract regardless of cost shall be submitted for the DEPARTMENT'S approval.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The COMMISSION shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, agencies as appropriate. The COMMISSION agrees to comply with standards and requirements set forth in the 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.

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5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

The provisions of this AGREEMENT shall not be modified without the prior approval of the Governor and Council. Modifications to the UPWP within the Scope of this AGREEMENT may be made by mutual written agreement between the COMMISSION and the DEPARTMENT. It shall be the COMMISSION'S responsibility to request a modification to the DEPARTMENT in writing for the DEPARTMENT'S consideration prior to the approval.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the COMMISSION anticipates that he cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the COMMISSION'S responsibility to notify the Department in writing at least ninety (90) days prior to the completion date(s) in question. The COMMISSION shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY ASSISTED PROGRAMS) COMPLIANCE

- (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).

ARTICLE IV

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 , proposed subconsultant _____, hereby certifies that it has , has not _____ developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has , has not _____, filed with the Joint Reporting Committee, the 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.

Lakes Region Planning Commission
(Company)

By: Jeffrey Hayes / JH
Executive Director
(Title)

Date: 5/22/17

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 Lakes Region 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.

5/22/17
(Date)

[Signature]
(Signature)

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

(SEAL)

Consultant

CONSULTANT

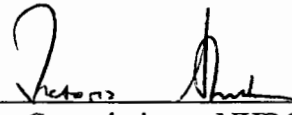
Dated: 5/22/17

By: 
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

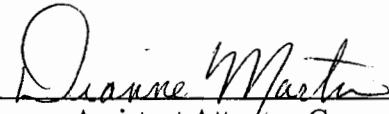
Dated: 5/24/17

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: 6/5/17

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

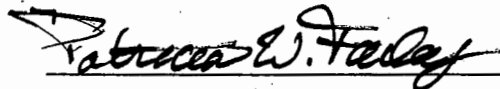
Certificate of Authority

I, *Patricia W. Farley*, do hereby certify that:

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

Jeffrey R. Hayes, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this 22nd day of May, 2017.



Patricia W. Farley, Secretary

State of New Hampshire
County of Belknap

On this the 22nd day of May, 2017, before me, Carl R. Carder, the undersigned officer, personally appeared *Patricia W. Farley* who acknowledged herself to be the Secretary of the Lakes Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Carl R. Carder
Carl R. Carder, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/05/2017

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

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

PRODUCER Melcher & Prescott-Meredith PO Box 724 Meredith, NH 03253	CONTACT NAME: Ted Fodero PHONE (A/C, No, Ext): 603-279-4591 FAX (A/C, No): 603-279-8144 E-MAIL ADDRESS: tfodero@melcher-prescott.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Peerless Insurance Company	NAIC # 24198
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	
INSURED	Lakes Region Planning Commission 103 Main Street-Humiston Bldg Meredith, NH 03253

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
<p>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.</p>		

SR	TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		COMMERCIAL GENERAL LIABILITY						
		<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BOP9015038	07/14/2016	07/14/2017	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> Business Owners						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
		OTHER:						GENERAL AGGREGATE \$ 2,000,000
		VEHICLE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input checked="" type="checkbox"/> ANY AUTO			BA9357071	07/14/2016	07/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
		<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS						\$
		<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> EXCESS LIAB			CU9502441	07/14/2016	07/14/2017	AGGREGATE \$ 1,000,000
		<input type="checkbox"/> OCCUR						\$
		<input type="checkbox"/> CLAIMS-MADE						\$
		DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC9010671	07/14/2016	07/14/2017	E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
								E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Dates Covered: NH

CERTIFICATE HOLDER

 STATE12
 State of NH Bureau of Planning & Community Assistance
 Department of Transportation
 PO Box 483
 Concord, NH 03302-0483

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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-2 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:

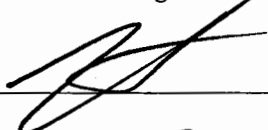
1. That the RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the 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: 5/22/17

Name/Title Jeffrey R. Hayes / Executive Director

Attachments: Appendix A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (herein after 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.