



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Planning & Community Assistance  
December 7, 2018

**REQUESTED ACTION**

Authorize the Department of Transportation to amend an existing contract with the Rockingham Planning Commission (Vendor #154887), Exeter, NH, by increasing the original contract amount by \$23,818.50 from \$1,104,154.20 to \$1,127,972.70, to undertake certain transportation related planning activities effective upon Governor and Council approval. The original agreement was approved by Governor and Council on June 21, 2017, Item #64. The amended contract will be effective upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Funding for this amendment is available as follows for FY 2019:

04-096-096-962515-2944	<u>FY 2019</u>
SPR Planning Funds	
072-500575 Grants to Non-Profits-Federal	\$23,818.50

**EXPLANATION**

The Rockingham Planning Commission a designated Metropolitan Planning Organization (MPO), contains the Urbanized Area communities of Salem and Plaistow, as well as, Portsmouth and other surrounding communities in the Southeastern region of the State. The Fixing Americas Surface Transportation (FAST) Act provides planning and transit funds for each Regional Planning Commission. Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the Rockingham Planning Commission (RPC) has developed procedures for addressing transportation planning issues.

This contract amendment will provide for additional funds to allow the Rockingham Planning Commission to perform necessary updates to its regional Travel Demand Model. These updates are necessary to allow the State of NH to address Air Quality Conformity requirements re-imposed on NH due to a recent federal court decision, *Southcoast vs. EPA*. The update of the Travel Demand Model will allow the Rockingham Planning Commission to expeditiously process the required regional Transportation Improvement Program (TIP) in coordination with the Statewide Transportation Improvement Program (STIP).

All other provisions of the agreement shall remain in effect.

In the event that Federal Funds become unavailable, General Funds will not be requested in support of this project.

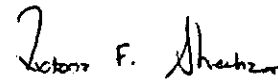
The following table illustrates the increased funding amount from original contract:

RPC Proposed Increase	90% Federal Share	10% RPC Share	Total Amount
Original Contract	\$1,104,154.20	\$122,683.80	\$1,226,838.00
Contract Increase	\$ 23,818.50	\$ 2,646.50	\$ 26,465.00
Proposed Contract	\$1,127,972.70	\$125,330.30	\$1,253,303.00

The Amendment has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available for the contract period pending enactment of the Fiscal Year 2019 budget. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

**BUREAU OF PLANNING & COMMUNITY ASSISTANCE**  
**TABLE OF CONTENTS**

**PREAMBLE**

<b>ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED .....</b>	<b>2</b>
A. LOCATION AND DESCRIPTION OF PROJECT .....	2
B. SCOPE OF WORK .....	2
C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION .....	2
D. WORK SCHEDULE AND PROGRESS REPORTS .....	2-3
E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS .....	3
F. DATE OF COMPLETION .....	3
 <b>ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY .....</b>	 <b>4</b>
A. GENERAL FEE .....	4
B. SALARY, BENEFITS AND INDIRECT COSTS .....	4-5
C. DIRECT EXPENSES .....	5-6
D. FIXED FEE .....	6
E. PAYMENTS .....	6
F. RECORDS - REPORTS .....	6
 <b>ARTICLE III - GENERAL PROVISIONS .....</b>	 <b>7</b>
A. HEARINGS, ETC. ....	7
B. CONTRACT PROPOSALS .....	7
 <b>ARTICLE IV - STANDARD PROVISIONS .....</b>	 <b>8</b>
A. STANDARD SPECIFICATIONS .....	8
B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS .....	8
C. EXTENT OF CONTRACT .....	8
1. Contingent Nature of AGREEMENT .....	8
2. Termination .....	8-9
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS .....	9
E. ADDITIONAL SERVICES .....	10
F. OWNERSHIP OF PLANS .....	10
G. SUBLETTING .....	10-11
H. GENERAL COMPLIANCE WITH LAWS, ETC. ....	11
I. BROKERAGE .....	11
J. CONTRACTUAL RELATIONS .....	11
1. Status of the COMMISSION .....	11
2. Claims and Indemnification .....	12
3. Insurance .....	12-13
4. No Third-Party Rights .....	13
5. Construction of AGREEMENT .....	14

K.	AGREEMENT MODIFICATION .....	14
L.	EXTENSION OF COMPLETION DATE(S).....	14
M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY ASSISTED PROGRAMS) COMPLIANCE.....	14-15-16
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS .....	17
	1. Policy.....	17
	2. Disadvantaged Business Enterprise (DBE) Obligation.....	17
	3. Sanctions for Non-Compliance. ....	17

**ATTACHMENTS**

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
3. SEAL-AND-SIGNATURE PAGE
4. CERTIFICATE OF VOTE
5. INSURANCE CERTIFICATES
6. NONDISCRIMINATION ASSURANCE

ACTICLE I

**ROCKINGHAM  
PLANNING COMMISSION  
FED. NO.: X-A004(619)  
STATE NO.: 41375A**

**BUREAU OF PLANNING & COMMUNITY ASSISTANCE CONTRACT  
FOR PLANNING SERVICES**

**PREAMBLE**

THIS AMENDED AGREEMENT made by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and the Rockingham Planning Commission, with principal place of business at 156 Water Street, in the Town of Exeter, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

Pursuant to 23 CFR 450 subpart C, 23 U.S.C. 134, and Section 5303 of the Federal Transit Act the Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to provide Metropolitan Planning (PL) and Federal Transit Administration (FTA) funds, as a Consolidated Planning Grant (CPG), to the COMMISSION for carrying out the comprehensive, cooperative and continuing transportation planning process in all jurisdictions of the Rockingham Planning Commission.

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

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

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

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the COMMISSION, who agrees to fulfill requirements for metropolitan planning in the Rockingham area as set forth in the Unified Planning Work Program (UPWP).

A. LOCATION AND DESCRIPTION OF PROJECT

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

B. SCOPE OF WORK

As described in the attached amended work program which forms a part of the amended 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.

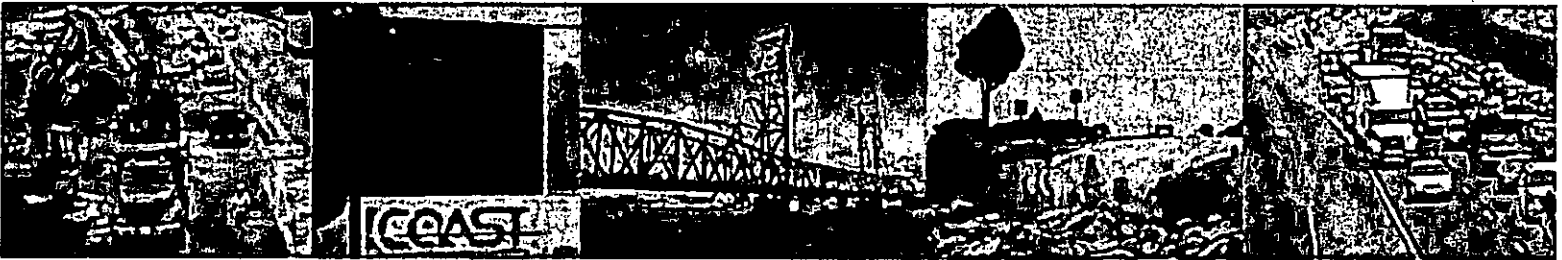
D. WORK SCHEDULE AND PROGRESS REPORTS

The COMMISSION shall begin performance of the services designated in the amended 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 amended 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.

**2018-2019**

# **Unified Planning Work Program**



**ROCKINGHAM**



**PLANNING  
COMMISSION**

**156 Water Street  
Exeter, NH 03833  
603.778.0885  
[www.rpc-nh.org](http://www.rpc-nh.org)**

**Approved by MPO Policy Committee  
4/12/2017**

**Amended 8/8/2018**



## ENDORSEMENTS

<u>Committee/Agency</u>	<u>Date of Endorsement</u>	<u>Amended</u>
<u>ROCKINGHAM PLANNING COMMISSION</u>		
Technical Advisory Committee	_____	_____
MPO Policy Committee	_____	_____
Technical & Budget Revisions (Funding & Task Tables)	_____	_____
<u>NH DEPARTMENT OF TRANSPORTATION</u>	_____	_____

*The preparation of this document was funded in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research [Section 505(a)], and Metropolitan Planning Programs [Section 104(d)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official view or policies of the U. S. Department of Transportation.*





# UPWP CONTENTS

<b>1.0 INTRODUCTION</b> .....	<b>1</b>
ORGANIZATION OF THE UPWP .....	1
<b>2.0 CONTENTS OF THE UPWP</b> .....	<b>3</b>
DEVELOPMENT OF THE UPWP .....	3
PREVIOUS WORK .....	3
MPO CORE FUNCTIONS .....	4
PLANNING FACTORS AND REQUIREMENTS OF THE FAST ACT .....	5
FUNDING OF THE UPWP .....	7
<b>3.0 PLANNING PRIORITIES</b> .....	<b>8</b>
<b>4.0 CATEGORY &amp; TASK DESCRIPTIONS</b> .....	<b>12</b>
CATEGORY 100: MPO ADMINISTRATION .....	12
Task 101 — Accounting and Invoices .....	12
Task 102 — MPO Administration .....	12
Task 103 — Staff Training .....	14
Task 104 — Indirect Cost Rate .....	15
Task 105 — Memberships & Subscriptions .....	16
CATEGORY 200: POLICY AND PLANNING .....	17
Task 201 — State Ten Year Plan .....	17
Task 202 — Land Use and Environmental Linkages .....	17
Task 203 — Transportation Planners Collaborative .....	19
Task 204 — Interagency Consultation .....	19
Task 205 — Transportation Improvement Program .....	20
Task 206 — Congestion Management Process .....	21
Task 207 — Intelligent Transportation Systems (ITS) and Incident Management Systems (IMS) .....	22
Task 208 — Metropolitan Transportation Plan .....	23
Task 209 — Air Quality Conformity .....	25
Task 210 — State Long Range Transportation Plan .....	25
Task 211 — Bike and Pedestrian Planning .....	26
CATEGORY 300: PUBLIC INVOLVEMENT AND COORDINATION .....	27
Task 301 — Transportation Advisory Committee .....	27
Task 302 — Planning Commission Meetings (Not Applicable) .....	27
Task 303 — Public Participation Plan .....	27
Task 304 — Public Outreach .....	28
Task 305 — Policy Committee .....	29
CATEGORY 400: PLAN SUPPORT .....	30
Task 401 — Traffic Count Program .....	30
Task 402 — SADES Road Surface Management Systems .....	31
Task 403 — Geographic Information Systems .....	31
Task 404 — Demographics .....	34



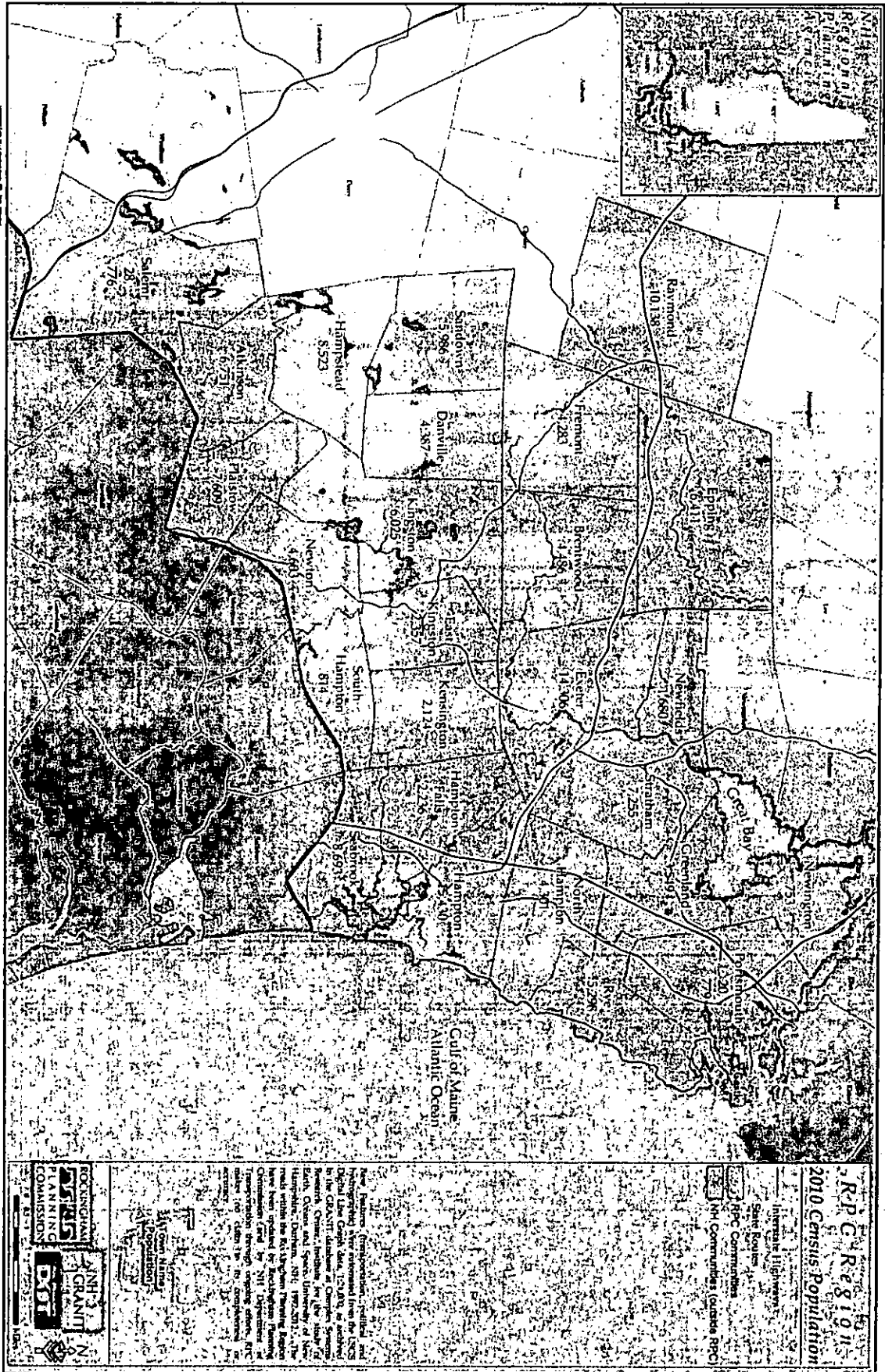
Task 405 — Equipment and Resources.....	35
Task 406 — Travel Demand Modeling.....	35
CATEGORY 500: TECHNICAL ASSISTANCE AND PLANNING .....	37
Task 501 — Local and Regional Assistance .....	37
Task 502 — Statewide Assistance .....	38
Task 503 — Local Project Administration (LPA) Programs .....	40
Task 504 — Special Projects .....	40
Task 505 — Regional Coordinating Councils .....	41
Task 506 — Transit and TDM Planning .....	42
<b>5.0 OTHER PLANNING ACTIVITIES.....</b>	<b>44</b>
TRANSPORTATION PLANNING.....	44
RELATED LAND USE AND ENVIRONMENTAL PLANNING ACTIVITIES.....	45
<b>6.0 FUNDING SOURCES, COST DISTRIBUTION, AND TASK SCHEDULING.....</b>	<b>48</b>

## FIGURES

Figure 1. Regional Map.....	iii
Figure 2. Organization Chart .....	iv
Figure 3. List of Abbreviations and Acronyms .....	v

## TABLES

Table 1. Transportation Program Summary Budget .....	49
Table 2. Transportation Program Detail Budget .....	50
Table 3. Local Match Requirements .....	51
Table 4. Schedule of Tasks and Deliverables .....	52



R-P-C-R-81011  
2010 Census Population

Intermediate Highways  
State Routes  
RPC Communities  
RPC Boundaries  
RPC Communities (outside RPC)

**ROCKINGHAM COUNTY GRANIT PLANING COMMISSION**

**ANH GRANIT PLANING COMMISSION**

**DOT**

**Map of Rockingham County, NH**

**Legend:**

- Intermediate Highways**
- State Routes**
- RPC Communities**
- RPC Boundaries**
- RPC Communities (outside RPC)**

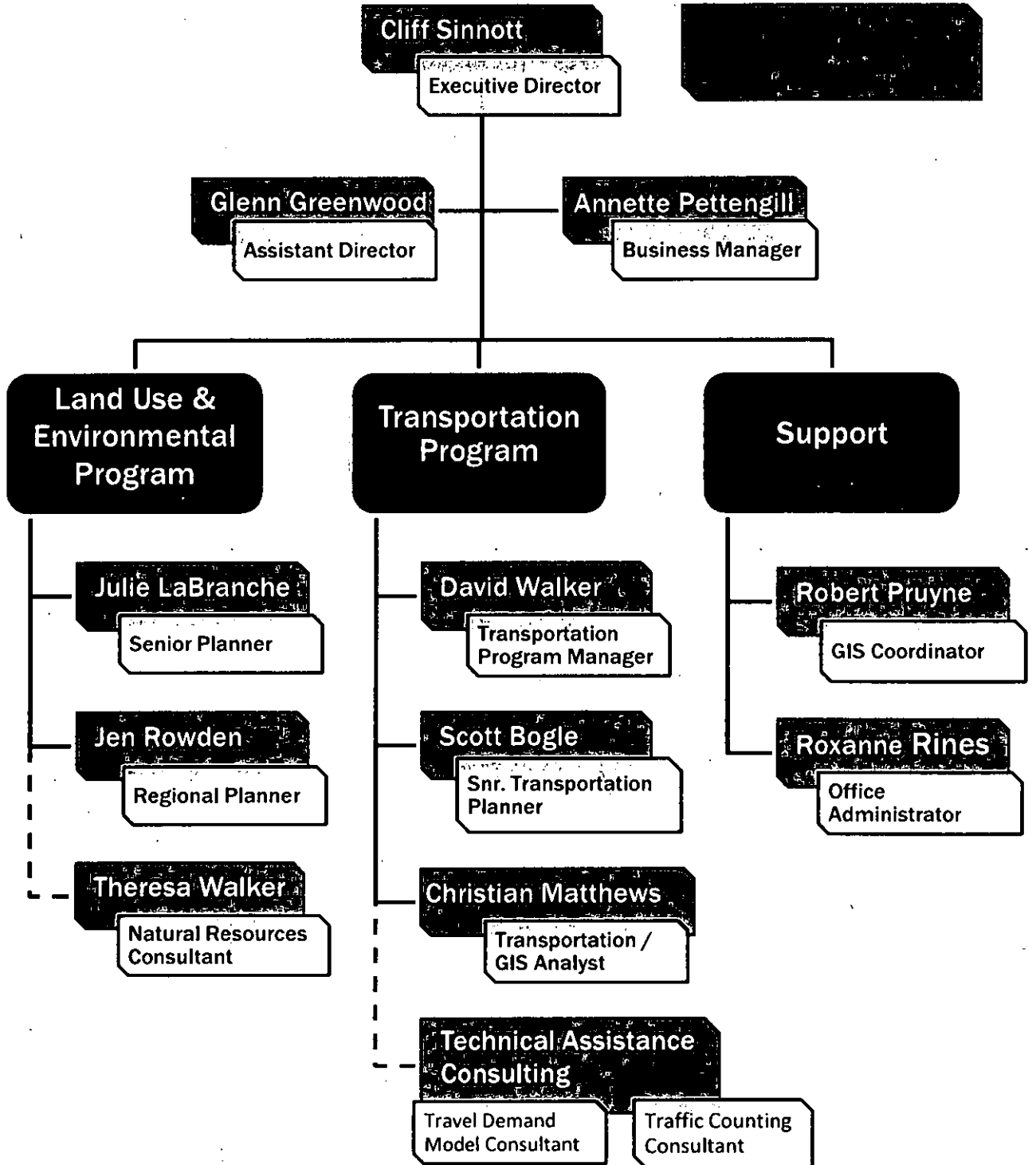
**Map Labels:** South Hampton (814), Danville (4,387), North Hampton (5,300), South Hampton (814), Danville (4,387), North Hampton (5,300).

**Inset Map:** NH Regional Planning Agency

Map of Rockingham County, NH  
2010 Census Population by Precinct



Figure 2: Staff Organization





**Figure 3: LIST OF ABBREVIATIONS and ACRONYMS**

ACT	Alliance for Community Transportation
ADA	Americans with Disabilities Act of 1990
ADT/AADT	Average Daily Traffic / Average Annual Daily Traffic
CAAA	Clean Air Act Amendments of 1990
CFR	Code of Federal Regulations
CMAQ	Congestion Mitigation/Air Quality Program
CART	Greater Derry-Salem Cooperative Alliance for Regional Transportation
COAST	Cooperative Alliance for Regional Transportation
CTPP	Census Transportation Planning Package
DBE/WBE	Disadvantaged Business Enterprises/Women's Business Enterprises
FAST	Fixing America's Surface Transportation Act (2015)
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GIS	Geographic Information System
GPS	Global Positioning System
HPMS	Highway Performance Monitoring System
HPR	Highway Planning and Research Funds
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
MVPC	Merrimack Valley Planning Commission
MVRTA	Merrimack Valley Regional Transit Authority
MPA	Metropolitan Planning Area (MPO study area)
MPO	Metropolitan Planning Organization
MSA	Metropolitan Statistical Area
MAP-21	Moving Ahead for Progress in the 21 <sup>st</sup> Century
NNEPRA	Northern New England Passenger Rail Authority
NHDES	New Hampshire Department of Environmental Services
NHDHHS	New Hampshire Department of Health & Human Services
NHDOT	New Hampshire Department of Transportation
NHSG	NH Seacoast Greenway
NRPC	Nashua Regional Planning Commission
OEP	New Hampshire Office of Energy & Planning
PL	MPO Planning Funds administered by FHWA
RCC	Regional Coordinating Council for Community Transportation
RPC	Rockingham Planning Commission
RTAP	Rural Technical Assistance Program
SAC	Special Advisory Committee on Transportation Needs for the Elderly and Disabled
SABR	Seacoast Area Bicycle Routes
SCC	State Coordinating Council for Community Transportation
SIP	State Implementation Plan (for Air Quality Conformity)
SMRPC	Southern Maine Regional Planning Commission
TAC	Technical Advisory Committee
TAP	Transportation Alternatives Program
TASC	Transportation Assistance for Seacoast Citizens
TAZ	Traffic Analysis Zone
TCSP	Transportation and Community System Preservation
TDM	Transportation Demand Management
TMA	Transportation Management Association –ALSO- Transportation Management Area
TIP	Transportation Improvement Program
UZA	Urbanized Area
UPWP	Unified Planning Work Program
3Cs	Continuing, Comprehensive, and Cooperative Transportation Planning



## 1.0 INTRODUCTION

The Unified Planning Work Program (UPWP) of the Rockingham Planning Commission Metropolitan Planning Organization (MPO) specifies both the planning priorities and work tasks that the MPO will address during the program period and the sources and amount of funding available to accomplish these tasks. The development of the UPWP is required as part of the 3Cs metropolitan planning process and specifically the Metropolitan Planning Rules (23 CFR §450.308). The “unified” aspect, as indicated in the document name, means that it encompasses all MPO transportation planning activities that are foreseen at the time of its preparation, regardless of funding source or implementing agency.

The UPWP encompasses a two-year scope of work and is developed in coordination with the NHDOT, FHWA, FTA COAST and CART. A two-year scope is used instead of a single year to be more forward looking and to streamline the contracting process as well. Accordingly, this UPWP covers the MPO’s planning work projected to occur in the ensuing two-year period, from July 1, 2017 to June 30, 2019.

The Metropolitan Planning Area (MPO study area) extends to all 27 communities of the Rockingham Planning Commission for two reasons: (1) because all were located within New Hampshire’s designated air quality non-attainment area, and (2) all except one community (Kensington) have portions of either the Boston or Portsmouth urbanized area. The MPO region is illustrated in **Figure 1**. In the past year, the MPO study area has expanded to include the Town of Raymond, which became part of the RPC’s planning district in November of 2016. Staffing of the MPO is provided by the Rockingham Planning Commission as shown in the organization chart (**Figure 2**). The Planning Commission, with the addition of appropriate State, Federal and regional transportation agencies, acts as the policy-making body of the MPO.

Consistent with past programs, this UPWP has been prepared to reflect the ongoing implementation of the Clean Air Act Amendments of 1990 (CAAA) and the last authorized Federal surface transportation act, Fixing America’s Surface Transportation (FAST) Act passed in 2015. These laws and their implementing regulations mandate a high level of transportation planning and analysis as identified through the general Planning Factors identified in FAST and in the annual emphasis areas suggested by FHWA and FTA. New planning regulations for FAST were finalized in May, 2016 and the MPO will operate under those rules and regulations. In addition, US DOT approved rules for safety performance measures (March, 2016), asset management (October, 2016), bridge and pavement condition and performance (January, 2017), and performance of the National Highway System (NHS), Freight movement, and Congestion Mitigation and Air Quality (CMAQ) program (March, 2017) that play an important role in defining the work that the MPO will undertake over the next two years.

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### ORGANIZATION OF THE UPWP

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The UPWP summarizes the tasks that will be undertaken to support the MPO’s planning effort. **Section 1.0** (This section) provides introductory information regarding the document. **Section 2.0** provides details regarding the content of the UPWP, and **Section 3.0** discusses the Planning Priorities



being addressed during the next two fiscal years. Each task is identified as part of one of the following work areas that are presented sequentially in **Section 4.0** along with a description and the related SAFETEA-LU/MAP-21 Planning Factors:

CATEGORY 100 – Administration and Training

CATEGORY 200 – Policy and Planning

CATEGORY 300 – Public Involvement and Coordination

CATEGORY 400 – Plan Support

CATEGORY 500 – Technical Assistance and Support

Within each of these major program areas, tasks are listed which include the following elements:

- Objectives
- Proposed Activities
- Work products and schedules

Following the detailed discussion of the work tasks, **Section 5.0** describes the other transportation planning activities that the MPO is involved with outside of the UPWP contract. The final section of the document, **Section 6.0**, provides tables that detail the funding sources, cost and distribution of hours, and scheduling of tasks for the two fiscal years.



## 2.0 CONTENTS OF THE UPWP

Section 450.308 of the Metropolitan Planning Rules (which implement the Metropolitan Planning requirements of FAST) specifies that a UPWP should be developed cooperatively with the State (NHDOT) and the public transportation operators in the MPO area (COAST and CART) and should document and address the following elements:

- Planning priorities for the MPO;
- Work proposed for the program period by major activity and task (including activities to address the FAST Act planning factors);
- The agency/entity responsible to perform each task;
- Schedule for performing the tasks;
- Anticipated products
- Funding sources, both totals by source and itemized by activity or task.

In addition, NHDOT has issued guidance on the contents of this UPWP which requests additional details regarding identification of completion dates and deliverables for tasks that are not ongoing.

Administrative requirements for the UPWP are as specified in 23 CFR 420 and FTA Circular 8100. In addition the NHDOT plans to issue an administrative manual consistent with these rules which, when adopted will provide additional guidance.

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### **DEVELOPMENT OF THE UPWP**

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The format and general contents of the UPWP were established by consensus of Federal, State, and Regional agencies in 2010. Minor modifications have been made to this structure have been made since then to accommodate new tasks. Budget information for the 2018-2019 period was provided to the RPC by NH DOT in December, 2016 and work began on developing a draft UPWP at that time. An initial draft was completed and provided to the TAC for review at the January 26, 2017 meeting and provided to NH DOT, FHWA, and FTA on January 20<sup>th</sup>, 2017 to review. A UPWP review meeting was held on March 15, 2017 with input provided by NH DOT, FHWA, and FTA. The RPC Transportation Advisory Committee reviewed and recommended approval of the draft UPWP on March 23, 2017 and this was followed by approval from the MPO Policy Committee on April 12, 2017. Adjustments to budgets and activity descriptions continued during the approval process to reflect updated information.

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### **PREVIOUS WORK**

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The proposed UPWP is, for the most part, the extension and continuation of past transportation planning work in the region. In some cases the work is part of an ongoing and/or mandated process, such as the support for Policy and TAC committees, traffic data collection, model maintenance, or TIP





and Plan maintenance. In other cases, it is a specific project or task with definable start and end points, as with the development of a Congestion Management Process (CMP), completion of a corridor study, development of FAST compliant planning documents, and the identification of specific tasks to address the 2018-2019 Planning Emphasis Areas identified by FHWA and FTA. In preparing the UPWP the status of all ongoing and carryover work was evaluated, including a review of the MPO UPWP Performance Report for FYs 2014-2015 (the last completed UPWP), the most recent MPO Planning review conducted by FHWA and FTA (January, 2013), and the most recent mid-contract UPWP review conducted with NHDOT (August, 2016).

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## **MPO CORE FUNCTIONS**

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FHWA's Transportation Planning Process Briefing Book establishes that MPOs

*"...[have] authority and responsibility for transportation policy-making in metropolitan planning areas. ...MPOs ensure that existing and future expenditures for transportation projects and programs are based on a continuing, cooperative and comprehensive (3-C) planning process. MPOs also cooperate with State and public transportation operators to set spending levels for Federal funds that are meant for transportation projects."*

*"...MPOs serve an overall coordination and consensus-building role in planning and programming funds for projects and operations. The MPO must involve local transportation providers in the planning process by including transit agencies, State and local highway departments, airport authorities, maritime operators, rail-freight operators, Amtrak, port operators, private providers of public transportation, and others within the MPO region."*

Further, the document lists that MPOs have **six core functions**:

1. **Establish a setting for effective decision-making** regarding transportation needs and priorities. This function is supported in the Rockingham Planning Commission region primarily through the Transportation Advisory Committee (TAC) and MPO Policy Committee, and secondarily through outreach to local officials and transportation stakeholders
2. **Identify and evaluate transportation improvement options.** This is supported through data analysis, corridor or other special studies, and through the application of general planning methods.
3. **Prepare and maintain a Metropolitan Transportation Plan** that has a 20+ year horizon. The Plan is intended to be responsive to the 10 planning factors [discussed below], and includes other specific content requirements.
4. **Develop a fiscally constrained Transportation Improvement Program (TIP)** that identifies project priorities drawn from the Long Range Transportation Plan
5. **Identify performance measure targets and monitor whether implemented projects are achieving targets.** This includes preparation of a System Performance Report as part of the Long Range Plan update process.
6. **Involve the public**, both general and specifically affected constituencies, in efforts related to each of the core functions above.



In addition to these functions, MPOs must also cooperate with the State, the region's public transportation providers and municipalities to create an effective regional transportation planning process. This includes the function of coordinating the Long Range Transportation Plan, the TIP with the State Ten Year Plan and the STIP. New Hampshire MPOs are also called upon to participate in and contribute to statewide transportation initiatives, such as the interregional corridor and major facility studies, the state air quality planning process, regional community transportation coordination, CMAQ and TAP project evaluation processes, cooperative data collection efforts, and others. Other tasks in the UPWP support work related to "Planning Emphasis Areas" that are periodically established by the FHWA and FTA. In addition, the MPO Policy Board from time to time establishes specific priority tasks that it determines are a priority for the region. While not technically 'core functions' from a Federal perspective these additional functions and tasks are necessary to effectively address "3C's" transportation planning in our region and the State.

The objective of the UPWP is to support the fulfillment of the six core MPO tasks, and the secondary task as described. The work identified in this document directly or indirectly supports that objective.

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### **PLANNING FACTORS AND REQUIREMENTS OF THE FAST ACT**

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When developing the work program for the FY 2018-2019 UPWP, the provisions of 23 U.S. Code § 134 (23 CFR Part 450.306) of the Planning Regulations were considered. This section requires that the MPO, in cooperation with State and regional planning partners:

*"develop long-range transportation plans and TIPs through a performance-driven, outcome-based approach to planning for metropolitan areas of the state." [23 CFR §450.306]*

This performance-based approach is required to be in support of the national performance goals described in 23 USC §150(b):

- **Safety** - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
- **Infrastructure Condition** - To maintain the highway infrastructure asset system in a state of good repair
- **Congestion Reduction** - To achieve a significant reduction in congestion on the National Highway System
- **System Reliability** - To improve the efficiency of the surface transportation system
- **Freight Movement and Economic Vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
- **Environmental Sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment.
- **Reduced Project Delivery Delays** - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through



eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices

Fundamental to the MPO planning process it that it be "**continuous, cooperative, and comprehensive**" [3Cs Process], and each project, strategy, and service of the MPO must provide for consideration and implementation of the ten planning factors established in FAST:

1. Support the economic viability 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, for 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 stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

The metropolitan planning rules also specify several other elements that should be addressed in the scope of the planning process. They call for increased integration of transportation and land use planning, as well as consideration for employment and housing patterns, community and economic development, and the natural and built environment. Other elements identified in the rules focus on ensuring coordination and consistency with:

- the statewide planning process;
- Intelligent Transportation Systems (ITS) architectures;
- Coordinated Public Transit-Human Services Transportation Plan(s);
- the Strategic Highway Safety Plan, and transit safety and security plans and programs
- the cooperative development of a Congestion Management Process involving adjacent MPOs and NHDOT;

The tasks identified within the FY 2018-2019 UPWP are consistent with the Planning Factors, transportation planning emphasis areas and the Goals and Objectives as identified in the Rockingham MPO Long Range Transportation Plan. They are intended to facilitate the effective and efficient implementation of the Plan and Transportation Improvement Programs for the MPO area.



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## **FUNDING OF THE UPWP**

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The Unified Planning Work Program for the Rockingham MPO is primarily funded by the Federal Highway Administration (FHWA) through the Metropolitan Planning (PL) and the State Planning and Research (SPR) programs, and Federal Transit Administration (FTA) through the 5303 Program via a unified planning grant under FHWA purview. Federal sources, which pass through NHDOT, are subject to a 20% match of state and/or local funds as shown in **Table 1**. Half of this match is currently provided by local revenues from the Rockingham Planning Commission (RPC) communities, while the remainder utilizes Turnpike Toll Credits from NHDOT to satisfy the match requirements in place of funds. **Table 2** shows the distribution of personnel resources to UPWP tasks. **Table 3** shows the allocation of local funds used to support the metropolitan planning process and local funds required to match the PL, SPR, and 5303 funds are collected by the RPC as a component of the annual dues assessment made to the communities within its planning district. The anticipated schedule for work tasks and deliverables are shown in **Table 4**.



### 3.0 PLANNING PRIORITIES

The work tasks identified and addressed in this UPWP reflect the transportation planning needs and priorities within the Rockingham Planning Commission region and are from several sources:

- Consultation with staff from FHWA, New Hampshire Division, FTA Region I, NHDOT Bureau of Planning and Community Assistance, COAST, and CART;
- Consultation with the MPO Technical Advisory Committee and Policy Committees.
- The requirements for implementing the provisions of the FAST Act, and current Metropolitan Planning Rules (23 CFR 450);
- The specific needs and circumstances of the MPO,
- Completion of certain tasks begun under the previous UPWP,
- Addressing findings and recommendations made during the MPO Planning Reviews conducted by FHWA and FTA in January of 2009 and 2013.

During the preparation of the UPWP, the FHWA New Hampshire Division Office and FTA Region I Office recommended that three national planning emphasis areas and 11 region specific emphasis areas be addressed as planning priorities. The priorities that have been developed for the RPC region from these various efforts are the following and the UPWP should reflect appropriate work elements and resources to address:

#### **National Planning Emphasis Areas**

- A. ***Transition to Performance Based Planning and Programming.*** The UPWP should include appropriate work towards the development and implementation of a performance management approach to transportation planning and programming that supports the achievement of transportation system performance outcomes.
- B. ***Models of Regional Planning Cooperation.*** The UPWP should promote cooperation and coordination across MPO boundaries and across State boundaries where appropriate to ensure a regional approach to transportation planning. This cooperation could occur through metropolitan planning agreements, through the development of joint planning products, or by other locally determined means.
- C. ***Ladders of Opportunity.*** The UPWP should include work efforts that promote access to essential services as part of the transportation planning process. Essential services include housing, employment, health care, schools/education, and recreation. This work should include the identification and development of performance measures and analytical methods to measure the transportation system's connectivity to essential services. This information can then be used to identify gaps as well as solutions to address those gaps.

#### **New Hampshire Planning Emphasis Areas**

1. ***MAP-21/FAST Act & Planning Final Rule - Compliance, Planning Performance Measures.*** The UPWP should include appropriate work efforts to ensure that the MPO complies with the metropolitan planning and programming requirements of MAP-21, the FAST Act, and the



subsequent planning regulations developed by FHWA and FTA. Specifically, the two new Planning Factors included in the FAST Act should be incorporated into planning activities and the development and implementation of a compliant performance based planning and programming process should be undertaken.

2. **Urbanized Area Suballocation and Project Selection.** The FAST Act requires suballocation of resources and project selection authority for the Surface Transportation (STP) and Transportation Alternatives (TAP) Programs, and the UPWP should include the collaborative efforts to ensure that these requirements are implemented where appropriate.
3. **Congestion Management Process implementation.** The MPO Congestion Management Process (CMP) was established in 2010, and UPWP work elements should support the data collection and monitoring efforts necessary to implement an effective CMP. Recommendations from MPO Planning Reviews should be addressed as necessary.
4. **Freight Planning.** Identify resources and work elements necessary to develop a metropolitan freight plan that assesses the condition and performance of the region's critical freight network and identifies solutions to freight bottlenecks and other deficiencies.
5. **Fiscal Constraint and Financial Planning.** The work program should identify resources and work elements necessary to ensure that the Long Range Transportation Plan and Transportation Improvement Program include financial documentation and processes that meet the requirements of the FAST Act and the Statewide and Metropolitan Transportation Planning Rules.
6. **Metropolitan Travel Demand Model Maintenance.** Ensuring that the MPO is maintaining the function and capacity of the travel demand model and keeping it up-to-date and developing applications to utilize the model in transportation planning functions. This includes identifying the resources necessary and working collaboratively to implement a comprehensive Household Travel Survey to assist in calibrating New Hampshire's metropolitan and statewide models.
7. **Data Collection for HPMS.** Include the resources and work elements as necessary to provide for MPO involvement in the complete traffic counting, pavement condition monitoring, and other activities and data for maintaining New Hampshire's statewide HPMS data.
8. **Planning and Environmental Linkages (PEL).** The benefits of utilizing FHWA's Planning and Environmental Linkages (PEL) approach should be considered and appropriate work elements should be included to support Programmatic Mitigation Plans, and the identification of potential environmental mitigation activities in consultation with resource and land use management agencies. This includes support for integrating environmental analysis, project purpose and need, and preliminary alternatives analysis in corridor studies and long-range transportation plans.
9. **Climate Change & Stormwater Impacts, Resiliency.** Ensure that the LRTP and other planning efforts address climate change and stormwater impacts, as well as mitigation and adaptation strategies. MPOs are encouraged to work with NDHOT and NHDES to consider New Hampshire's Climate Change Plan and NHDOT's Final Report on Potential Impacts of Climate Change on Transportation Infrastructure to help identify challenges and strategies



for further consideration in the planning process, including climate change vulnerability assessment and adaptation activities. In addition the MPO will address special climate change considerations applicable to coastal areas as identified in the NH Risk and Hazards Commission's Final Report adopted in October 2016.

10. **Livability and Sustainability.** Ensure that resources and work elements are defined as necessary to address livability and sustainability principles in the Long-Range Transportation Plan and the planning process. This includes support public transit, bicycle, and pedestrian transportation planning activities, and efforts to address integrated land use and transportation planning through scenario planning methodologies. Use of FHWA INVEST (Infrastructure Voluntary Evaluation Sustainability Tool) methodology is encouraged to assist in assessing the sustainability of transportation plans, projects, and programs.
11. **Project Monitoring.** Identify resources and work elements as necessary to support effective project monitoring and the development of MPO annual listing of obligated highway, bike/pedestrian and transit projects.

Along with the ten FAST Act Planning Factors, these areas of emphasis have been integrated into the UPWP tasks discussed in Section 4.0 and apply to each task as shown in *Figure 4*.



Figure 4: Matrix of Tasks and Related Planning Factors and Emphasis Areas

Category & Task	Planning Factors										FHWA/FTA Planning Emphasis Areas													
	1	2	3	4	5	6	7	8	9	10	A	B	C	1	2	3	4	5	6	7	8	9	10	11
<b>CATEGORY 100: MPO ADMINISTRATION</b>																								
Task 101 Accounting & Invoices																								
Task 102 MPO Program Administration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 103 Staff Training	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 104 Indirect Cost Rate Adjustment																								
<b>CATEGORY 200: POLICY AND PLANNING</b>																								
Task 201 State Ten Year Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 202 Land Use & Environmental Linkages	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 203 Transportation Planners Collaborative																								
Task 204 Interagency Consultation																								
Task 205 Transportation Improvement Program	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 206 Performance Based Planning	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 207 Intelligent Transportation Systems	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 208 Regional Master Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 209 Transportation Conformity	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 210 Long Range Transportation Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 211 Bicycle and Pedestrian Planning	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>CATEGORY 300: PUBLIC INVOLVEMENT</b>																								
Task 301 Technical Advisory Committee	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 302 Planning Commission Meetings	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 303 Public Participation Plan																								
Task 304 Public Outreach	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 305 MPO Policy Committee	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>CATEGORY 400: PLAN SUPPORT</b>																								
Task 401 Traffic Counts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 402 Collaborative Data Collection	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 403 Geographic Information Systems	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 404 Demographics	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 405 Equipment																								
Task 406 Transportation Model	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>CATEGORY 500: TECHNICAL ASSISTANCE</b>																								
Task 501 Local and Regional Assistance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 502 Statewide Assistance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 503 Local Project Administration Assistance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 504 Special Projects	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 505 Regional Coordinating Councils	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Task 506 Transit Assistance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓





## 4.0 CATEGORY & TASK DESCRIPTIONS

Section 4 of the UPWP contains the detailed descriptions of the five work categories. The narrative for each includes the general purpose of the category and the tasks included under each. The task areas list the objective as well as the proposed activities and expected work products. Specific budgeting information related to these categories is include in tables at the beginning of the document which establishes the time and funding allocated to the specific tasks as well as the general timeframe and schedule in which they will be worked on. The RPC is the lead agency on all tasks except for where specifically noted in a particular activity or work product.

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### **CATEGORY 100: MPO ADMINISTRATION**

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**Purpose:** Facilitates administration of the UPWP Planning Agreement with NHDOT, the development of the MPO Prospectus and UPWP, financial management, training of staff, and conduct of other activities needed to maintain compliance with MPO requirements.

#### **Task 101: Accounting and Invoices**

**Objective:** Staff efforts related to the development, submittal, and approval of reimbursement requests, for monitoring financial controls and ensuring compliance with contract obligations.

#### **Proposed Activities & Products**

1. **Financial Management and Reporting:** The day to day accounting needs of the MPO. This includes continued refinements to the MPO financial accounting and reporting system to better meet agency and reporting needs.

**Work Product:** Monthly UPWP invoices & Status Reports

2. **Audits and Audit Preparation:** Preparation for annual financial audits in compliance with OMB Circulars A-87 and A-133, and others as appropriate.

**Work Product:** Annual Financial Audit for each fiscal year meeting the requirements of 2 CFR 200 as required and submitted through the federal clearinghouse.

#### **Task 102: MPO Administration**

**Objective:** To provide for the development of the MPO UPWP and Prospectus, general administrative and clerical services, and coordination of efforts with other agencies



supporting the timely completion of UPWP tasks. This task also has the purpose of measuring the performance of the MPO in terms of completing efforts listed in the UPWP. This takes the form of the mid-contract UPWP progress reviews completed just after the first year of the two year UPWP, FHWA/FTA Planning Reviews which occur every four years, and the UPWP Performance Report completed at the end of each contract.

**Proposed Activities & Products:**

- 2. Development of and Amendments to Unified Planning Work Program:** This task supports the development, implementation, modification of and administration of the MPO Unified Planning Work Program (UPWP). The MPO staff work cooperatively with NHDOT, FHWA, FTA and regional transit operator to formulate the UPWP, incorporating new planning needs, requirements and emphasis areas. Occasionally changes to the UPWP are required to adjust the document to fit unanticipated needs or shifting priorities. This can be a minor budget adjustment, movement of funding/resources from one category to another, or adding/removing of work tasks. Minor revisions may occur multiple times over the course of the UPWP with larger modifications or amendment processed much less frequently each cycle.

**Work Product:** Approved UPWP for Fiscal Years 2020-2021

**Work Product:** Minor revisions, modifications, and amendments to the UPWP for Fiscal Years 2018-2019 (as Needed)

- 3. UPWP Administration:** General administrative tasks relevant to the fulfillment of the FY 2018-2019 MPO Unified Planning Work Program and to ensure compliance with federal and state regulations. This includes completion of timesheets and monthly work program reports, attendance at staff meetings, attendance at coordination meetings with NHDOT and other agencies, and other administrative tasks.

**Work Product:** Monthly Work Program Reports and other required reports.

**Work Product:** Completion of employee timesheets

- 4. Contract Management:** Tasks related to the conduct of the UPWP contract and any related sub-contracts and agreements and related procurement process. Includes meetings with NH DOT to discuss UPWP contracts, maintenance of the DBE program and goals, and Title VI implementation.

**Work Product:** DBE Program and goal analysis (as needed)

**Work Product:** Revised RPC internal procurement guidelines, model RPF, RFQ, and third party contract. (as needed)

**Work Product:** Standardized training and professional development request form for non-transportation staff.



5. **MPO Prospectus Updates:** Updates to the MPO Prospectus document which has three functions; establish the federally mandated "3C" transportation planning process, defines the roles and responsibilities of the various Federal, State, Regional, and local agencies involved in the MPO, and it documents the interagency agreements between involved agencies. A significant update was made to incorporate MAP-21 and 2010 Census changes in 2014-2015; minimal work envisioned for 2018-2019, however some changes to the TIP/STIP Amendment procedures are being discussed and will be incorporated if implemented.

**Work Product:** Revisions and Amendments to the MPO Prospectus (as needed)

6. **UPWP Performance Report:** The MPO UPWP performance report provides an assessment of tasks completed and progress made on efforts undertaken during the previous UPWP contract (FY16-17 UPWP). This document also includes an explanation of tasks not completed or carried over to the current UPWP. The materials utilized to prepare for the mid-term progress review (See item #7 below) will be utilized as the Performance Report for the first half of the UPWP contract (Year 1).

**Work Product:** MPO UPWP Performance Report for the FY 16-17 UPWP

7. **Planning and Progress Reviews:** Prepare for and meet with NHDOT, FHWA, and FTA as requested to discuss progress on the current UPWP and any ongoing issues and concerns with work to date. NHDOT UPWP mid contract reviews are expected to occur in the spring/summer of 2018; the FHWA/FTA planning review is scheduled between June 1, 2017 and May 31, 2018.

**Work Product:** Completed questionnaire and Mid-term UPWP progress review meeting with NHDOT (~June, 2018)

**Work Product:** Completed questionnaire and Planning Review conducted by FHWA/FTA every 4 years (next anticipated during FY 18)

8. **UPWP Administration Guidance Document:** The NHDOT is in the process of developing a uniform guidance document for the administration of MPO and RPO UPWPs in New Hampshire. To ensure input from MPOs the NHDOT has requested that several MPO and RPO staff participate in a working group to refine the existing draft document. One RPC staff member will participate.

(1) Participation in UPWP Administrative Guidance Development process

**Work Product:** Assistance with development of draft document and comments on drafts as needed.

#### **Task 103: Staff Training**

**Objective:** To provide for development of staff skills through attendance at transportation related workshops, seminars, and conferences.



**Proposed Activities and Products:**

- 1. Conferences, Seminars, and Workshops:** Continued training of MPO planning staff through attendance at transportation related conferences, workshops, and seminars with content having relevance to the work program. Emphasis will continue to be placed on travel demand modeling/scenario planning, highway capacity, traffic impact analysis and land use/transportation interrelations, bicycle, pedestrian and transit planning, and adaptation or resiliency planning. Attending at least one national transportation conference each year such as the Transportation Research Board (TRB) Annual Meeting, Tools of the Trade Conference, Access Management Conference, or Planning Applications Conference, Association of Metropolitan Planning Organizations (AMPO) and/or National Association of Regional Councils (NARC) national transportation planning conferences will be emphasized. Attendance at other conferences and/or training workshops with content relevant to transportation planning may include the American Planning Association (APA), Northern New England Chapter of the APA (NNECAPA), PREP Estuaries Conference, the New England Interstate Water Pollution Control Commission (NEIWPC), NH Municipal Association Road Law training, Urban and Regional Information Systems Association (URISA), Community Transportation Association of America (CTAA), New England Bicycle/Pedestrian Summit, and the National Bike Summit.

**Activity:** Participation in professional development and training opportunities on various topics; attendance and report to TAC and Policy Committees as appropriate on conferences.

**Activity:** Attendance at AMPO, TRB or other national transportation related conference, with reports to staff and/or Policy Committees.

- 2. Model/Software Training:** Specialized training for transportation modeling staff in the theory and application of travel demand modeling as well as the specific workings of the MPO regional Travel Demand Model through the MPO model Consultant (RSG) or through Caliper Software (TransCAD). Training in other specialized software relevant to the business of the MPO such as the EPA MOVES model, Highway Capacity Software, modelling, GIS networking software, scenario planning, or others may also be included as opportunities arise.

**Activity:** Staff trained on regional travel demand modeling and the MPO model.

**Activity:** Staff trained on other transportation analysis software programs.

**Task 104 – Indirect Cost Rate**

**Objective:** The development and monitoring of the Indirect Cost Rate in accordance with 2 CFR 200 as a predetermined fixed indirect cost rate to be used as the basis of monthly billing and cost allocation and adjusted post-audit.

**Work Product:** Approved Predetermined ICR for the 2020-2021 UPWP period.



**Task 105 – Memberships & Subscriptions**

**Objective:** To fund agency memberships in professional organizations such as Association of Metropolitan Planning Organizations (AMPO), National Association of Regional Councils (NARC) (Transportation Planning Only).

**Proposed Activities & Products:**

1. **Memberships and Subscriptions:** Membership to the Association of Metropolitan Planning Organizations (AMPO) and to the transportation planning component of the National Association of Regional Councils (NARC).

**Work Product:** AMPOs membership

**Work Product:** NARC transportation section membership



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**CATEGORY 200: POLICY AND PLANNING**

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**Purpose:** Provide for the development and update of the Rockingham MPO Long Range Transportation Plan and other guiding documents and reports produced for the region. Also includes the conduct of special studies and projects such as updates to transportation and related chapters of the RPC Regional Master Plan, the initiation of corridor monitoring committees, and participation other relevant statewide and regional planning efforts.

**Task 201: State Ten Year Plan**

**Objective:** Participation in the State Ten Year Plan development, GACIT public hearings, and other tasks related to the adoption of the Ten Year Plan.

**Proposed Activities and Products:**

1. **GACIT Hearings and Ten Year Plan Process:** Participation in the hearings and efforts of the Governor’s Advisory Council on Intermodal Transportation related to the adoption of the State Ten Year Plan. This also includes comments/response to the draft Ten Year Plan and development of a list of priority projects that the MPO recommends be added to the Ten Year Plan.

**Work Product:** Priority project listing for submittal to NH DOT for addition to the Ten Year Plan (Generally April of odd numbered years)

**Work Product:** Comments/Responses to Drafts of the State Ten Year Plan

**Activity:** Participation in Regional GACIT Hearings & Ten Year Plan process (September-October of odd numbered years). GACIT hearing locations are determined by the Executive Council and NHDOT and range from 1-5 within the RPC region.

**Task 202: Land Use and Environmental Linkages**

**Objective:** Work related to the role of the transportation system in relation to climate change, livability, overall sustainability, and includes activities that involve the nexus between land use, the environment, and transportation. RPC will work to implement appropriate transportation, land use, livability, and climate change recommendations identified in the newly adopted RPC Regional Master Plan.

**Proposed Activities and Products:**

1. **Natural Resources Coordination Studies/Projects:**

- **Southeast Watershed Alliance:** The Southeast Watershed Alliance was formed to create



better municipal, inter-municipal, and regional planning and coordination relative to wastewater and water quality, especially non-point source and stormwater management. The intent is to establish a regional framework for coastal watershed communities to plan implement, and invest in wastewater and stormwater, non-point source controls and integrated management approaches that protect the water quality, natural hydrology, and habitats of the state's coastal resources and associated waters. RPC staff will continue participation in the SWA and provide technical assistance regarding stormwater management and non-point source pollution, Within the SWA is the Stormwater Coalition which assists communities in meeting Phase II of the National Pollutant Discharge Elimination System Federal Stormwater Regulations and the Municipal Separate Storm Sewer System (MS4) requirements which for New Hampshire communities is primarily concerned with managing roadway drainage and runoff.

**Activity:** Participation & technical assistance to Southeast watershed alliance and the Stormwater Coalition, especially relating to managing runoff and non-point source pollution and related MS4 requirements pertaining to roads, parking facilities and drainage facilities.

2. **Planning and Environmental Linkages:** Through the development of a project specific Long Range Transportation Plan, the MPO is ideally situated to incorporate a collaborative and integrated approach to the planning and project development process in the region. By better linking environmental, community, and economic goals more environmentally sensitive transportation projects can be designed that will enhance conservation efforts, improve relationships with resources agencies, and reduce duplication of effort during the NEPA review process.

**Activity:** Consultation with Resource Agencies regarding Long Range Transportation Plan consideration of natural, historic, and cultural resources.

**Work Product:** Development of integrated system level planning activities that can aid in linking transportation and conservation planning

**Work Product:** Incorporating Eco-logical principles of infrastructure planning and design into the MPO Long Range Transportation Plan and project development efforts.

**Work Product:** Integration of Ecosystems approach to planning to better link transportation planning with the activities of resource agencies, land management agencies, and local planning efforts.

3. **Climate Change Initiatives:** Incorporating consideration of climate change mitigation and adaptation into the MPO Planning Process. In cooperation with other agencies, participation in studies, working groups, and other efforts to understand the vulnerability of the region to climate change, to understand the effects of climate change, and help communities mitigate negative consequences.

- **Coastal Adaptation Workgroup (CAW):** RPC Staff will continue to participate in the Coastal Adaptation Workgroup which assists New Hampshire Coastal communities with training and



education in preparing for natural hazard and climate change impacts. The goal of CAW is to help coastal communities develop and implement adaptation strategies through training, education, technical assistance, and outreach. Projected sea level rise, increased storm activity and severity will impact the transportation system of seacoast communities. RPC staff needs to have a full understanding to provide support via transportation planning and project recommendations as much transportation network of the RPC region is susceptible to impacts from sea level rise and increased storm activity. This information is utilized in both the development of the Long Range Transportation Plan and the project selection process for the Plan and the Ten Year Plan.

**Activity:** Participation in approximately 10 meetings per year of the Coastal Adaptation Workgroup.

- **HSEM Hazard Mitigation Planning:** A grant from FEMA will produce a regional vulnerability assessment report and map set for NH coastal communities and develop a model Coastal Flood, Hazards and Adaptation Chapter to be incorporated into coastal community Hazard Mitigation Plans.

**Work Product:** Incorporate Hazard Mitigation recommendations into Long Range Transportation Plan and into other transportation planning activities.

#### **Task 203: Transportation Planners Collaborative**

**Objective:** Participation in the Transportation Planners Collaborative and improved communication and cooperation between and among transportation planning partners in New Hampshire.

#### **Proposed Activities and Products:**

1. **Transportation Planning Collaborative:** A meeting of NH transportation planners to foster improved communication between the NHDOT and RPCs/MPOs. Primary focus of the TPC during the 18-19 UPWP will be on the realignment of the Ten Year Plan process to strengthen RPC roles and better integrate existing transportation planning processes.

**Activity:** Participation in Transportation Collaborative meetings for the purposes of realigning the Ten Year Plan process to strengthen RPC roles and better integrate existing transportation planning processes.

#### **Task 204: Interagency Consultation**

**Objective:** Coordination of activities and efforts with adjacent MPOs, State Agencies, and Federal planning partners is an important activity that reduces duplication of effort and





ensures that issues of common concern are addressed.

**Proposed Activities and Products:**

1. **Interagency Consultation:** Monthly interagency consultation conference calls and other meetings or communication with FHWA, NHDOT, MPOs and resource agencies to address TIP, Long Range Plan, Ten Year Plan, air quality conformity and other aspects of the 3Cs planning process.

**Activity:** Participation in monthly Interagency Coordination meetings/conference calls.

**Task 205 – Transportation Improvement Program**

**Objective:** To maintain the 2017-2020 Transportation Improvement Program through amendments and minor revisions, and approve the 2019-2022 Transportation Improvement Program to meet the requirements of 23 CFR § 450.326. This includes the development of a 4-year TIP that includes capital and non-capital surface transportation projects funded with federal resources, any regionally significant projects funded with non-federal resources with enough descriptive material to identify the project and location. In addition, the List of Obligated Projects must be produced each year.

**Proposed Activities and Products:**

1. **MPO Transportation Improvement Program (TIP):** To maintain and amend as necessary the MPO 2017-2020 TIP and prepare the FY 2019-2022 TIP, in cooperation with the State as required under the State's biennial TIP/STIP development schedule, and to conduct other TIP-related activities as needed to continue compliance with 23 CFR Part 450, Subpart C.
  - **TIP Preparation:** Prepare and adopt the Rockingham Planning Commission TIP, including Air Quality Conformity determination, financial constraint analysis, and a summary of results from prior TIPs. Ensure consistency between the project specific element of the Long Range Transportation Plan and regional air quality conformity analysis.
  - **Project Development Support:** Work with project applicants and NHDOT with application development and project implementation. In addition, staff will participate in TIP committee meetings as requested.
  - **Evaluate Regional Project Needs:** As part of the TIP and Plan development, conduct an evaluation of regional transportation improvement needs, using input from the Long Range Plan, The Congestion Management Process (CMP), the travel demand model, NHDOT and other parties, and propose projects, or encourage state or local governments to propose projects, as appropriate.
  - **Incorporate Performance Measures:** While not required explicitly in the TIP, some



assessment of progress towards regional transportation performance targets will accompany the discussion of projects completed in the previous TIP as well as the discussion of the expected benefits of the current project list.

**Work Product:** Draft FY2019-2022 Rockingham MPO TIP

**Work Product:** Project applications and documentation of implementation activities

**Work Product:** Documentation of regional project needs for Plan/TIP updates

**Work Product:** Development and maintenance of a TIP project tracking database.

2. **TIP Amendments:** Evaluate and process TIP Amendments as needed. Grouped amendments are generally proposed by NHDOT 3-5 times per year.

**Work Product:** Approval and documentation of TIP Amendments

**Work Product:** Updated TIP project database to reflect amended projects

3. **TIP Administrative Adjustments:** Evaluate and process TIP Administrative Adjustments as needed. In practice, administrative adjustments occur monthly.

**Work Product:** Approval and documentation of monthly TIP Administrative Modifications

4. **Annual List of Obligated Projects:** Obligated projects are those that FHWA or FTA have committed to reimbursing a share of the cost of implementation. Annually, by December 31<sup>st</sup>, the MPO is required to produce a listing for all projects in the region for which Federal funds were obligated during the previous fiscal year.

**Work Product:** FY 2017 Annual List of Obligated Projects (December, 2017)

**Work Product:** FY 2018 Annual List of Obligated Projects (December, 2018)

#### **Task 206: Congestion Management Process**

**Objective:** To complete all work related to the implementation and maintenance of the Congestion Management Process for designated Transportation Management Agencies (TMAs) to satisfy the requirements of 23 USC § 134.

#### **Proposed Activities and Products:**

1. **Congestion Management Process:** The MPO Congestion Management Process (CMP) is a tool for understanding regional traffic congestion and providing information on transportation system performance. A CMP must measure multi-modal transportation system performance, identify the causes of congestion, assess alternative actions, implement cost-effective actions, and evaluate the effectiveness of implemented actions. The RPC approved a corridor-based CMP in 2010 and will be working to implement corridor committees and develop the reports necessary for the program. This includes Interstates 93 and 95, NH Routes 16, 28, 33, 101, and 125, US



Route 1 and the US 1 Bypass, and portions of NH 107, 108, and 111. The goal is to develop reports for each CMP corridor (grouping I-93 and NH 28 as well as I-95 and US 1/US 1 Bypass) and update a portion of them each year. A regional report summarizing the corridor reports will be produced annually. The RPC recently became a member of the I-95 Corridor Coalition and are hoping to utilize that resource to aid in the development of the CMP corridor reports and assess congestion issues.

**Work Product:** Traffic volume and classification data collection as part of RPC traffic count program

**Work Product:** Analysis of travel time data for each CMP corridor for which NPMRDS data is available

### **Task 207 – Intelligent Transportation Systems (ITS) and Incident Management Systems (IMS)**

**Objective:** Maintain the regional ITS architecture developed in cooperation with SRPC. The ITS Architecture and Strategic Plan were updated in 2012 and no significant work is anticipated with these documents during this UPWP. This task also includes participation in Incident Management System (IMS) efforts in the region such as that underway for the Newington-Dover Turnpike and through Southern Maine Planning and Development Commission (SMPDC) for the I-95 corridor in Maine.

#### **Proposed Activities and Products:**

1. **Regional Intelligent Transportation Systems (ITS) Architecture:** Maintenance and any updates of the regional ITS architecture and Strategic Plan for the Strafford and Rockingham MPOs.

**Work Product:** Updates to the Regional ITS Architecture & Strategic Plan as needed

2. **Incident Management Systems (IMS):** Participation in incident management and response planning efforts in and adjacent to the region as necessary.

**Activity:** Participation in Newington-Dover and I-93 Incident Management Systems

**Activity:** Participation in the Incident Management System for the I-95 corridor



## Task 208 – Metropolitan Transportation Plan

**Objective:** To develop and maintain the Rockingham MPO Long Range Transportation Plan and related polices that are consistent with the requirements of 23 CFR Part 450, Subpart C.

### Proposed Activities and Products:

- 1. Transportation Plan Update:** Carry out the update of the Rockingham MPO Transportation Plan in conjunction with development of the Transportation Improvement Program. Work will be focused in several areas: (1) enhanced treatment for bike, pedestrian, and transit components of the transportation system; (2) development of additional project details for transportation projects; (3) full integration of the statewide project selection criteria and process; (4) integration of a Performance Based Planning, (5) soliciting communities and agencies for any unidentified transportation issues and projects in the region, (6) enhanced treatment for freight and goods movement as a component of the transportation system, (7) integration of a regional climate change vulnerability analysis, especially relating to transportation infrastructure and services. The RPC is working on a number of projects related to environment, water quality and stormwater management, climate change, and adaption planning. Staff will be working to incorporate the outcomes of those projects into the MPO LRTP through an expanded discussion of land use and environmental impacts as well as discussions of infrastructure vulnerability to natural hazards. Major Components of the Long Range Plan include the following:
  - **Performance Based Planning Process:** Federal regulations require the implementation of a performance based transportation planning process and this will require integration of performance measures, targets, and related data collection and analysis efforts into the MPO Long Range Transportation Plan.
  - **Livability/Sustainability:** Integrate livability principles into the Long Range Plan to encourage expanded transportation choices, sustainable economic and land use development patterns, and leverage existing investments in infrastructure and communities.
  - **Fiscal Constraint Analysis:** Prepare an analysis of projected revenues and expenditures by year for the region in cooperation with NHDOT and other NH MPOs. This will include developing a budget of funds reasonably expected to be available in the region on which to base project specific recommendations and sequencing.
  - **Transportation Project Development:** A deficiency in the MPO long range planning has been a lack of detailed information available regarding Plan project proposals. This work tasks is intended to refine the project selection process and to supplement project descriptions with additional detail to enable decision-makers to better prioritize.
  - **Environmental Mitigation, Climate Change, and Adaptation:** The FAST Act (and its predecessors) requires that the MPO include discussions of environmental mitigation within the Long Range Plan. This work task is to continue to revise and refine these discussions, to maintain up-to-date information regarding potential areas of mitigation, and to maintain consistency with State, regional, and local environmental planning efforts. This component of the plan will also be expanded to include discussion of the impacts of climate change on land



use and transportation in the region and methods of adapting to the changing environment.

- **Population and Employment Projections:** Modify the population and employment projections included in the Long Range Plan and Air Quality Conformity Analysis to include 2010 census, American Community Survey, employment information to be consistent with Federal and State estimates for the communities and region. Continue to refine the projection model.
- **Project Selection Criteria:** Limited financial resources require that a set of criteria be in place to evaluate and prioritize projects. The RPC has project selection criteria developed that need refined to be consistent with the newly developed statewide criteria set and scoring methodology.
- **Project Programming Targets:** Working with NHDOT and the other MPOs/RPCs to establish transportation project programming budgets
- **Freight:** Update and expand discussion of freight in the region to reflect the new national emphasis on goods movement. Work with the Statewide Freight Advisory Committee (if established) to ensure that regional freight goals and objectives reflect statewide goals and objectives.

**Work Product:** Complete major update to the MPO Long Range Plan with the focus of fully implementing required performance measures and targets and integrating a performance based planning process.

**Work Product:** Amendments to the Long Range Plan (as necessary)

**Work Product:** Expand project identification and development process consistent with other NH MPOs and NH DOT.

**Work Product:** Revised and project selection process and criteria consistent with other NH MPOs and NH DOT.

**Work Product:** Development and maintenance of a transportation project database.

**Work Product:** Updates to transportation related chapter(s) of the Regional Master Plan and related efforts (None expected during the 2018-2019 UPWP)

2. **Performance Measures and Targets:** Integration of a Federally mandated Performance Based Planning process including the establishment of specific performance measures and targets. will be developed as part of the implementation of performance-based decision-making with the MPO planning process in coordination with adjoining MPOs, NHDOT, transit agencies, and FHWA/FTA.

**Work Product:** Implementation of Federally required Performance Measures and Targets for the MPO.

**Work Product:** Implementation of supplemental Performance Measures and Targets for the MPO.

**Activity:** Coordination and consultation with NHDOT regarding Performance Measures

**Activity:** Coordination and consultation with other NH MPOs regarding Performance Measures



**Activity:** Coordination with KACTS/SMPDC and Boston Urbanized Area MPOs as appropriate.

**Task 209 — Air Quality Conformity**

**Objective:** To complete work related to satisfying the requirements of the Clean Air Act Section 176(c), 40 USC § 93, and other policy documents from FHWA and EPA relating to air quality conformity.

The region was reclassified as an attainment area (Maintenance) as of July 20<sup>th</sup>, 2013, meaning that regional Conformity Determinations were not necessary with TIP and Plan updates. Recent guidance from FHWA in reaction to the US Court of Appeals decision in the South Coast Air Quality Management District vs Environmental Protection Agency (No. 15-1115), requires that the MPO once again demonstrate conformity to the 1997 Ozone Standards. While additional guidance is anticipated in the future to determine the extent of this finding, the MPO expects to be required to demonstrate Transportation Conformity during the 2018-2019 UPWP.

**Proposed Activities and Products**

**Work Product:** Air Quality Conformity Analysis for the MPO TIP & Long Range Transportation Plan, and Amendments to those documents, as necessary.

**Activity:** Coordination with NHDOT, NHDES, FHWA, FTA, EPA, and the other three New Hampshire MPOs in the air quality conformity process.

**Task 210 — State Long-Range Transportation Plan**

**Objective:** For the state to complete work related to satisfying the requirements of 23 CFR §450.216 relating to the development and content of the statewide long-range transportation plan.

**Proposed Activities and Products**

**Work Product:** None at this time.

**Activity:** None at this time.



**Task 211 — Bike and Pedestrian Planning**

**Objective:** To develop plans, facilities and programs that encourage bicycling and walking as an alternative to driving and improve bicycle and pedestrian safety using a 5Es approach including Engineering, Encouragement, Education, Enforcement and Evaluation.

**Proposed Activities and Products:**

1. **General Bicycle/Pedestrian Planning:** Respond to requests from MPO communities for assistance in planning bicycle and pedestrian facilities. Work with NHDOT, other RPCs, the Bike/Walk Alliance of NH, Seacoast Area Bicycle Routes (SABR) and municipal partners to implement a bicycle and pedestrian traffic counting program. Participate in various initiatives of the NHDOT Bicycle and Pedestrian Technical Advisory Committee (BPTAC), and regional bicycle and pedestrian advisory committees as needed. Develop a regional bicycle and pedestrian plan in conjunction with public outreach for the upcoming state bike/ped plan update.

**Activity:** Participation in NHDOT BPTAC and update to NH Statewide Bicycle & Pedestrian Plan and Economic Impact Study when they occur.

**Work Product:** Implement bike and pedestrian traffic counting program including analysis of Strava data (see Section 401 Traffic Count Program)

**Work Product:** Regional Bicycle & Pedestrian Plan

2. **Bike/Walk to Work Week:** Continue collaboration with commuteSMARTSeacoast, SABR, SRPC and other partners to coordinate regional events for Bike/Walk to Work Day and National Bike Month to encourage active transportation. Projects include regional bike/ped commuter breakfasts, the Corporate Commuter Challenge and educational events.

**Work Product:** Bike/Walk to Work/ Green Commute NH Week Preparations

**Work Product:** Documentation of annual BWWD events

**Work Product:** Updated BWWD Workplace Coordinator's Guide

3. **Multi-Use Trail Projects:** MPO staff will continue to provide planning and project development assistance to the NH Seacoast Greenway (NHSG) Advisory Committee and corridor communities working to develop their segments of the NHSG. This will include working with the State and corridor communities to complete State acquisition of the Hampton Branch rail corridor between Hampton and Portsmouth, and tasks related to trail development along the full Hampton Branch corridor. MPO staff will also provide assistance as time allows to other trail initiatives in the MPO region.

**Work Product:** Project scoping and funding development assistance to communities working to develop their segments of the NHSG

**Work Product:** Local Trail Management Agreements between NHDOT and Corridor Communities



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**CATEGORY 300: PUBLIC INVOLVEMENT AND COORDINATION**

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**Purpose:** Provide for appropriate public, stakeholder and constituent participation and input in the development of MPO policies, plans and related documents, including the long range transportation plan, the transportation improvement program, project prioritization policies and tools. This task is focused on staff support of the MPO Technical Advisory Committee and Policy Committee, but may also involve advisory committees established for specific projects or tasks..

**Task 301 – Transportation Advisory Committee**

**Objective:** This task provides for the on-going organizational support of the Transportation Advisory Committee (TAC).

**Proposed Activities and Products:**

1. **Committee Support:** Continue to provide support to the MPO TAC, including staffing, public notices, mailings, committee presentation and other education, and other tasks. No less than four TAC meetings will be held in each year of the UPWP.

**Work Product:** TAC agendas, minutes, memos and related committee information for no less than four meetings.

**Work Product:** Meeting presentation and educational materials developed for the TAC on transportation topics as time allows.

**Task 302 – Planning Commission Meetings (Not Applicable)**

**NOTE:** *RPC meetings that occur to consider MPO business or subjects are convened as MPO Policy Committee meetings rather than as Commission meetings – See Task 305 below.*

**Task 303 – Public Participation Plan**

**Objective:** To evaluate and maintain the MPO Public Participation Process.

**Proposed Activities and Products:**

1. **Public Participation Process Review:** Conduct a biennial review of the MPO Public Participation Process, including assessment of needs for outreach to Limited English Proficiency





(LEP) groups/populations. Update the Public Participation Process as appropriate including review by NHDOT Office of Federal Compliance.

**Work Product:** Revised and updated to the Public Participation Plan

### Task 304 - Public Outreach

**Objective:** To increase public awareness and participation in the transportation planning process and the implementation of plans and projects.

#### Proposed Activities and Products:

1. **MPO Website Development & Maintenance:** Maintain and expand the utilization of the MPO Website to include current and archived information from TAC and Policy Committee meetings, information on current projects, and current regional data as well as opportunities for member interaction.

**Work Product:** Maintenance and Expansion of the MPO website

2. **Media Monitoring:** Monitor traditional and social media coverage of transportation issues; utilize press releases and other media contacts to publicize transportation issues and MPO activities. A Facebook-based advertisement may be utilized to gather public input and generate interest in specific planning efforts.

**Work Product:** Documentation of press releases and media stories related to MPO projects.

**Activity:** Expand use of social media to boost public involvement in the transportation planning process.

3. **Media Strategy:** Consider and develop strategies to increase effectiveness of public outreach efforts, including use of social media, opinion surveys, better use of existing email newsletter, and others

**Work Product:** Written "white paper" strategy for improving effectiveness in public outreach

**Work Product:** Monthly Transportation/MPO topics for the RPC e-newsletter



**Task 305 – Policy Committee**

**Objective:** This task provides for on-going organizational and meeting support of the MPO Policy committee.

**Proposed Activities and Products:**

1. **Committee Support:** Continue to provide support to the MPO Policy Committee, including staffing, public notices, mailings, committee education and other tasks. No less than 3 Policy Committee meetings will be held in each year of the UPWP.

**Work Product:** MPO agendas, minutes, memos and related committee information for no less than three meetings.

**Work Product:** Educational presentations to Policy Committee as time allows



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**CATEGORY 400: PLAN SUPPORT**

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**Purpose:** Provide for the collection, analysis and maintenance of relevant data to support the MPO planning process. This includes the development, analysis, & mapping of socioeconomic, land use, environmental, & transportation system data to be used in the Long Range Transportation Plan, corridor studies, the Congestion Management Process, project development & planning, as well as other planning efforts. This category of work also includes activities pertaining to the maintenance and improvement of the travel demand model.

**Task 401 — Traffic Count Program**

**Objective:** To collect and analyze traffic data in the MPO Study Area.

**Proposed Activities and Products:**

- 1. Traffic Count Program:** Continue traffic data collection efforts to support NHDOT traffic data needs; assist communities and NHDOT with local technical studies and analysis: We will use outside assistance, as necessary, to effectively complete this program. The majority of the counting program will be completed by outside vendors. Regular data submissions by the vendors will be reviewed, coordinated with and submitted to NH DOT per the terms of the contract. The RPC will maintain in-house capacity and equipment to support traffic studies as needed. In addition, RPC gets requests each year from communities for traffic counts at specific locations that are not part of the regular program. These are handled on a first come-first serve basis as resources are available. The Traffic Count Program will also include continuation and expansion of the new regional bicycle and pedestrian counting program. This will involve refining locations for ongoing annual manual counts, development of counting protocols in collaboration with other RPCs and the NHDOT Bike/Ped Transportation Advisory Committee (BPTAC), and a combination of automated and manual counts undertaken with regional partners.

**Work Product:** Data from up to 135 Traffic Volume Counts per year supplied to NH DOT as per NHDOT specifications.

**Work Product:** Data from up to 12 Traffic Classification Counts per year supplied to NH DOT or for MPO use.

**Work Product:** Data from up to 10 manual Turning Movement Counts per year supplied to NH DOT or for MPO use.

**Work Product:** Additional traffic counts in response to community requests and MPO needs.

**Work Product:** Data from up to 20 manual and automated bike/ped counts at prioritized locations per year.



### **Task 402 — SADES Road Surface Management Systems**

**Objective:** To work with NHDOT and the T2 Center to collect data in road surface condition data in common formats and with consistent attributes using the SADES format and process to build community RSMS [Road Surface Management Systems].

#### **Proposed Activities and Products:**

1. **SADES Road Surface Management Systems:** Activities and staff time devoted to the development and maintenance of road surface condition data for communities, identification of priorities for repair and strategies to best facilitate improvements, general cost estimates, and planning for future maintenance needs. Includes development of improvement and maintenance plans. Efforts will use the SADES data collection system and process.

**Activity:** Participation in SADES RSMS Coordination meetings

**Work Product:** RSMS for up to one community.

### **Task 403 — Geographic Information Systems**

**Objective:** To collect and analyze transportation, land use, environmental, and socio-economic data relevant to the MPO Study Area and to support data requirements in the development of the Long Range Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, Transportation Conformity analysis, transit planning, population projections, traffic analysis, regional travel demand modeling as well as other transportation planning efforts of the MPO.

#### **Proposed Activities and Products:**

1. **Geographic Information Systems:** Activities and staff time devoted to the development and maintenance of transportation focused data layers, including a reasonable share of transportation related layers and those that support transportation planning. This includes the maintenance of data layers, mapping, and spatial analysis as well as response to requests for data, mapping, and analysis of transportation related data.

**Work Product:** **Zoning and Land Use Layers:** This is a continuation of the town by town updates to the zoning and land use/ land cover layers. Updates are incorporated into the RPC database as information becomes available for all 27 communities. The RPC will continue retrieving the most recent zoning and land use information for each community. Data collection may be in digital form or in hard copy form and will require varying efforts to incorporate the data, both spatial and tabular. This data will be required for the update of the



Long Range Transportation Plan and related scenario planning efforts. New aerial photography collected in 2015 will form the basis for the 2017 land use-land cover update. GIS data layers for the RPC Region

**Work Product:** Updates to the standard map set of land use and land cover maps for all member communities in June 2018

**Work Product:** Updates to the standard map set of zoning maps for all member communities in June 2019

**Work Product:** Update of Regional Long range Plan Maps for the Plan Update

**Work Product:** Transportation-related maps and data updates as requested

**NH DOT Distributed Data:** The RPC will periodically obtain data sets from NH DOT including road and road attribute data, accident crash data, project inventory data, aerial photography and a variety of other data sets. The RPC will obtain and incorporate this data into the RPC database as needed and as it becomes available. In addition, the RPC will work with the NH DOT when possible to streamline the data sharing process. These products will be used for local special requests and local planning support, including town and regional master plans. At times the RPC may supplement this data with information otherwise not collected by the NH DOT by contacting local public safety agencies, and will share results with NH DOT for inclusion in their data.

**Work Product:** Crash Data compiled for the Region

**Work Product:** Analysis of problem areas for Highway Safety Improvement Program (HSIP)

**Work Product:** RPC Database updates

**Work Product:** Maps and Data as requested

**Economic and Demographic Data:** Update and analyze maps depicting employment sites, housing, and major employers for use by the MPO in maintaining housing and employment data for the model; make data available to communities, social services, REDC and other agencies as appropriate. Data collected will be used to assist in ensuring that transportation programs and projects avoid or minimize adverse impacts to low income and minority populations. Also, data can be used to target outreach to Limited English Proficiency (LEP) groups/populations as needed. Utilize 2010 census and 2010 employment data from NH Department of Employment Security to assist in the update and calibration of the land use allocation module of the regional travel demand. Collect and maintain major employer data, unemployment data and related information to assist in assessing employment growth projections. This work will be done in coordination with the regional Comprehensive Economic Development Strategy (CEDS) initiative. This task also includes working with data available from the 2010 Census for the travel demand model, long range planning, and other efforts.

**Work Product:** Receive, disseminate and analyze 2017 and 2018 ACS Census & related data as available.

**Work Product:** Update ES202 employment data aggregated to TAZ for Regional Travel Demand Model use.



**Work Product:** Updated major employer database for inclusion in Regional Travel Demand Model.

**Resource Layers:** Update and analyze maps and data depicting natural, cultural, historic and other resources. Data and maps will be utilized as inputs into the Long Range Plan, travel demand model, any sustainability/livability initiatives, as well as individual transportation project development efforts.

**Work Product:** Updated maps and data sets.

**Work Product:** Transportation system vulnerability assessment database

**Standard Map Set:** Update of the standard set of maps that are produced for all communities within the region for use in planning and resource protection. The content of the maps includes transportation infrastructure, zoning, land use, surface water, stratified drift aquifers, composite tax data, conservation lands, community facilities, soils data, buildout data, and digital orthophotos. Additional maps will be produced dependent upon the data available:

**Work Product:** Updated standard map set for each community in the region for distribution in June 2019.

- 2. Stream Crossing Vulnerability Analysis:** Complete a Vulnerability and Risk Assessment of transportation culvert infrastructure started in the prior UPWP by completing the region-wide inventory and analysis of current road culverts/road crossings and report on the current status and conditions of these assets, based on the SADES protocol. One element of this assessment will include the evaluation the impact of storm events and future climate change scenarios on the assets and the identification of undersized culverts. The process for completing this project is to emulate, or follow, FHWA's current Vulnerability and Risk Assessment Conceptual Model and to utilize other studies that have taken place in the region in order to promote consistency of data and assumptions. Culvert data collected for this effort will be utilizing the SADES field data collection program. Twenty-four of the 27 communities in the RPC region have been surveyed and the remaining ones are anticipated to be completed by fall 2017. The three remaining municipalities to be surveyed are among the most urban in the region and will require additional coordination with local public works departments. Analysis of data and the development of reporting products will continue in the second year of the UPWP.

**Work Product:** A report will be prepared detailing results of the inventory for each crossing within the region by municipality. This report will include a ranking of each crossing's likelihood of failure due to flooding or erosion, the impact on road network function if failure occurs, impact on aquatic organisms, and the potential interaction from storm surge and sea-level rise on tidal crossings. The report will identify culverts planned for replacement and establish a general priority for replacement or maintenance based on degree of vulnerability and impact, and a set of recommendations for each municipality for maintenance, retrofitting or conducting further study on specific stream crossings. Staff will work with each municipality as requested to help them



incorporate the stream crossing inventory findings into transportation planning and maintenance programs, hazard mitigation plans, and land use planning efforts.

**Work Product:** Completion of stream crossing inventories for Portsmouth, Raymond, and Salem (Anticipated Summer, 2018).

**Work Product:** Report incorporating the stream crossing inventory for all town in the region, evaluating transportation infrastructure vulnerability from stream crossing failures, and recommending general priorities for replacement or maintenance based on degree of vulnerability and impact. Anticipated FY19.

#### **Task 404 – Demographics**

**Objective:** To collect and analyze socio-economic and demographic data relevant to the MPO Study Area and to support data requirements in the development of the Long Range Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, Transportation Conformity analysis, transit planning, population projections, traffic analysis, regional travel demand modeling as well as other transportation planning efforts of the MPO. Population and employment projections assist in assessing future travel demand and transportation system needs.

#### **Proposed Activities and Products:**

1. **Population and Employment Projections:** Activities and staff time devoted to the development and maintenance of regional population and employment projections to support the travel demand model and the Long Range Transportation Plan.

**Activity:** Work with OEP and other NH MPOs and Planning Commissions to update the Statewide population projections and regional population projections

**Work Product:** Extend the NH Department of Employment Security 10 year regional employment projections into twenty year projections and incorporate into the MPO model and Long Range Transportation Plan.

3. **Analysis of Census Data:** Activities and staff time devoted to the analysis of Census and other demographic data for transportation planning purposes. While limited in applicability, the ACS data provides some insight into commuting patterns, methods of transport to work and general flow of people between home and work.

**Work Product:** Receive, disseminate and analyze American Community Survey and related data as available.

**Work Product:** Updated CEDS data tables and economic summaries relating to employment, population, and housing data.



**Work Product:** Analysis of ACS Journey to Work/commuting patterns data where possible given data availability and quality.

### Task 405 – Equipment and Resources

**Objective:** The purchase of equipment and transportation planning resources such as books, manuals, and software. This task area has minimal staff time as it is primarily

2. **Purchase/Repair Traffic Counting Equipment:** Purchase and repair of traffic counting equipment.

**Work Product:** Repaired traffic counting equipment (as needed)

**Work Product:** New counting equipment for conducting volume/classification/speed counts on high volume facilities.

3. **Transportation Planning Resources:** Purchasing transportation planning resources such as books and manuals like the Highway Capacity Manual, Trip Generation Manuals, and others as needed.

**Work Product:** Transportation Planning Resources

4. **Computer Hardware and Software:** Purchase and maintenance of computer hardware and software utilized for transportation planning or used by the transportation planning staff. This includes GIS, travel demand model, and other transportation planning software maintenance agreements.

**Work Product:** ArcInfo and ArcView License renewals(ESRI)

**Work Product:** TransCAD License (Caliper Corp.)

**Work Product:** HCS+ Maintenance (McTrans)

**Work Product:** Acquisition of one to two replacement computers

**Work Product:** Other transportation planning software purchases/updates as needed.

### Task 406 – Travel Demand Modeling

**Objective:** Continue work on maintaining and improving the capabilities and operation of the RPC/SRPC MPO travel demand model. Utilize model for air quality analysis conformity analysis as needed, for travel demand estimation, land use scenarios and forecasting, estimating the effectiveness of proposed transportation improvement projects and plans, and understanding system efficiency and congestion as a component of the Congestion Management Process.





**Proposed Activities and Products:**

1. **Model Maintenance, Updates and Enhancements:** The maintenance of the model with Strafford Regional Planning Commission as well as periodic updates and enhancements. The RPC would like to continue to make improvements that simplify and streamline the modeling process as well as enhance its capabilities. Specifically work during this UPW will focus on working with our state and regional planning partners to implement a Household Travel Survey to more closely calibrate the model with local and regional travel patterns. In addition, work will begin on integrating the regional land use buildout model with the MPO Travel Demand Model to provide more dynamic and automated land use assignment to Traffic Analysis Zones

**Work Product:** Continued improvements in data efficiency and reduced data redundancy

**Work Product:** Enhanced Model capabilities

**Work Product:** Updated Household Travel Survey

**Work Product:** Modify regional buildout analysis to provide dynamic land use allocation data to the MPO Travel Demand Model.

**Work Product:** Incorporate the Town of Raymond into the model region.

**Work Product:** Calibrated and validated travel demand model that can be certified as meeting FHWA standards (Assumes HHT survey has occurred)

2. **Travel Demand Forecasting:** Travel demand forecasts for specific transportation plans or projects. Also as part of the Congestion Management Process to identify roadways and intersection that are likely to become significantly congested given forecasted growth and travel patterns. The model may also be used to test land use development and growth scenarios as part of the update to the Long Range Transportation Plan or as part of updates to the Regional Master Plan.

**Work Product:** Forecast regional and facility specific traffic levels as requested

**Work Product:** Conduct scenario planning exercises for the Long Range Transportation Plan.



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**CATEGORY 500: TECHNICAL ASSISTANCE AND PLANNING**

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**Purpose:** Allows the Rockingham MPO staff to address local transportation issues and concerns by providing direct transportation planning consultation and general technical assistance, project development assistance, and grant funding resources to communities within the MPO study area in response to local needs and requests.

**Task 501 – Local and Regional Assistance**

**Objective:** Regional planning projects and technical assistance to communities and other RPCs/MPOs. This includes scoping and performance of studies, attending community meetings on specific issues or items, review of development impacts for transportation issues. Also includes participation in NH MPO coordination meetings, RPC Executive Director Meetings, or other RPC/MPO activities related to cooperative or coordinated transportation planning.

**Proposed Activities and Products:**

1. **General Transportation Assistance:** Providing general transportation planning and technical assistance to area communities and other public entities on an as-requested basis and when financially and technically feasible. Occasionally RPC staff will work with other NH MPOs, MPOs from bordering states or other planning partners to address a specific issue or to accomplish a specific task. Past work in this area has included coordination of the Congestion Management Process, and development of common MPO project selection criteria. This task includes attending local Planning Board, Board of Selectmen, and other meetings to discuss or provide input on transportation related topics as requested.

**Work Product:** Reports and memoranda related to local assistance as required.

**Activity:** Participation in regional working groups (as needed)

**Activity:** Attendance at local meetings and advisory groups (as needed)

2. **Development Impact Review:** Attend NH DOT scoping meetings, review and comment on land use development proposals and traffic impact studies as requested or as part of the Development of Regional Impacts process.

**Work Product:** Comments on Traffic Impact Studies and development proposals as requested

**Work Product:** Provide input regarding Developments of Regional Impact as requested.

3. **Complete Streets Policy and Guidance:** Develop a Complete Streets policy for the region and provide technical assistance to communities in implementing their own Complete Streets Policies and Complete Streets demonstration projects.



**Work Product:** Complete Streets Policy for the RPC MPO region

**Work Product:** Documentation of local assistance on Complete Streets projects

- 4. Scenic Byway Corridor Management Plan Implementation:** During FY2015-2016 RPC has worked with regional corridor committees to develop Corridor Management Plans for the NH Coastal Scenic Byway (traversing Seabrook, Hampton, North Hampton, Rye, New Castle and Portsmouth) and the Robert Frost/Stagecoach Scenic Byway (traversing Atkinson, Hampstead, Chester, Auburn, and Derry). Going forward, efforts will shift to supporting and providing technical assistance to the two Byway Councils in implementing CMP recommendations, including project development as requested.

**Work Product:** Support and technical assistance to Byway Councils.

- 5. RPC Executive Directors Meetings:** Monthly meetings of the RPC Executive Directors with NH DOT and other State and Federal agencies to discuss transportation planning and other related issues.

**Activity:** Participation of Staff in monthly RPC Director Meetings regarding UPWP or other transportation related topics

- 6. NH MPO Coordination Meetings:** quarterly meetings of New Hampshire MPO staff to discuss common transportation planning issues, coordinate work efforts, and develop cooperative transportation planning products or processes.

**Activity:** Participate in quarterly New Hampshire MPO staff meetings.

#### **Task 502 - Statewide Assistance**

**Objective:** Provide resources to support NH DOT in the development of corridor studies, feasibility studies, project development, and other transportation studies and projects as requested. Work in this task area supports fulfillment of MPO goals in the Long Range Transportation Plan (LRTP) as well as responsibilities relating to the conceptual planning, development and implementation of the projects in the LRTP and TIP, the monitoring of projects in the TIP, the development of the Annual List of Obligated Projects, the coordination of Performance Based Planning with NHDOT and other MPOs, as well as furthering the MPO role including public involvement in the transportation planning process and as planning liaison between NHDOT and the communities of the region.

#### **Proposed Activities and Products:**

- 1. Project Implementation & Monitoring:** Monitor all transportation projects proposed or being implemented in the MPO region through attendance at project meetings, discussions with NHDOT project managers and others, and communication with local, regional, and state officials. This includes projects in the Transportation Improvement Program, State of NH Ten Year Plan, as



well as those developed through NHDOT District VI or NHDOT's various "Programmatic" funding pools. MPO staff participation will be limited to planning, individual project scope and alternatives analysis, project monitoring to ensure consistency with the MPO TIP and Plan, and public participation and information sharing. This allows the MPO to ensure consistency between project scope, cost, and schedule and the Long Range Plan and TIP, participate in NEPA analysis as necessary, and to provide a regional perspective to the project design process during project planning and scoping. Given the MPO role as a liaison between NHDOT and the communities and the need to ensure that the public is involved in the transportation planning process, this task also facilitates response to inquiries from communities and other transportation agencies regarding project status and potential benefits and impacts with current and correct. ***Caveat: NHDOT and the NH MPOs are developing a policy to provide more specific guidance regarding what project development activities in this task are able to be funded using the MPO PL funds and that may impact the capability to undertake specific tasks.***

**Work Product:** Written or verbal input to NHDOT regarding project development process, implementation, scope, cost, design, and/or schedule.

**Work Product:** Technical memos regarding project implementation activities.

**Activity:** Communication with NHDOT project managers and attendance at public official meetings, project information sessions, public hearings, or other meetings where the scope, schedule, cost, or implementation of a transportation project in the MPO region is being discussed.

**Activity:** Participation on Project Advisory Committees for projects under development in the region as requested.

**Activity:** Activities required as a "Participating Agency" or interested party in the NEPA process.

- 2. HSIP Project Implementation:** The Highway Safety Improvement Program process in NH requires staff to examine problem locations around the region for crash history and determine candidates for short-term improvements, road safety assessments, or other action.

**Work Product:** Analysis of regional crash data and locations.

**Work Product:** Input into the HSIP project evaluation and selection process.

**Activity:** Participation on HSIP Committee as requested.

**Activity:** Participation in Road Safety Audits as requested.

- 4. Statewide Freight Plan/Planning:** Support NHDOT efforts to develop a Statewide Freight Plan as required by MAP-21 and the FAST Act.

**Activity:** Participation in statewide Freight Advisory Committee as requested

**Work Product:** Comment on draft statewide Freight Plan



### Task 503 — Local Project Administration (LPA) Programs

**Objective:** To aid communities and regional agencies through assistance with the administration and implementation of locally managed projects.

**Proposed Activities and Products:**

1. **Transportation Alternatives Program:** Work with applicants for Transportation Alternatives funds (TA) to provide project development assistance; evaluate and rank project applications; assist applicants as needed with statewide selection process; monitor project implementation. In addition, staff will participate in any TA subcategory Advisory Committee meetings as requested.

**Work Product:** Regional TA application and evaluation process

**Work Product:** Documentation of project implementation work

**Work Product:** Assistance with project implementation and management as necessary

2. **Congestion Mitigation & Air Quality Program:** Work with applicants for Congestion Mitigation & Air Quality (CMAQ) to provide project development assistance; evaluate and rank project applications including air quality analyses; assist applicants as needed with statewide selection process; monitor project implementation. In addition, staff will participate in CMAQ Advisory Committee meetings as needed.

**Work Product:** Regional CMAQ application and evaluation process

**Work Product:** Documentation of project implementation work

**Work Product:** Assistance with project management and implementation as necessary

### Task 504 — Special Projects

**Objective:** To perform studies and develop reports for individual communities. This includes such things as performing small corridor or intersection studies, updating of transportation related community master plan and regional master plan chapters, as well as development of regional guidance documents.

**Proposed Activities and Products:**

1. **Studies:** To provide grant and technical assistance funding within the UPWP to provide local communities resources to carry out small community-specific studies connecting transportation, land use, and natural resources. Eligible projects will include access management studies, traffic calming studies, traffic and parking studies; innovative zoning studies, future land use studies, scenario planning, or other planning efforts that foster improved integration and coordination between transportation and land use within a community.



- **Traffic Studies:** To perform traffic volume, turning movement, vehicle classification, or other traffic analysis as requested by communities and perform analysis on that data.
- **Parking Studies:** To perform small studies of parking conditions and/or needs as requested by communities, including analysis.
- **Access Management Plans:** Assist communities with the development of Access Management plans and policies for a corridor or the entire community.
- **Access Management MOU Development:** Assist in the development and execution of Access Management MOUs between NHDOT District VI and communities.
- **Community Master Plan Chapters:** Updates to transportation related chapters of the community Master Plans of the communities in the region.

**Work Product:** Completed Studies to be determined

### **Task 505: Regional Coordinating Councils**

**Objective:** Support and participate in the operation of the two Regional Coordinating Councils serving communities in the MPO Region.

#### **Proposed Activities and Products:**

1. **RCC Support - Southeast Region (ACT):** Continue to participate in ACT, the Regional Coordinating Council for community transportation (RCC) for the Southeast NH area, including the eastern portion of the RPC region. Assistance will include development of funding proposals, development of coordination Operating Agreements with provider agencies, and planning for expansion of volunteer driver program coverage in central Rockingham County.

**Work Product:** Funding applications for ACT services

**Work Product:** Implement service improvements identified through RCC strategic planning, including expanding volunteer driver program coverage to central Rockingham County.

2. **RCC Support - Derry-Salem Region:** Continue to collaborate with SNHPC and CART on management of the Greater Derry-Salem Regional Coordinating Council for Community Transportation (RCC).

**Work Product:** Funding applications for service improvements in region.

**Work Product:** Implement service improvements identified through RCC strategic planning activities, including taxi voucher and expanded volunteer driver programs



- 3. Coordinated Public Transit/HHS Transportation Plans:** Work with COAST, CART, Wildcat Transit, neighboring planning commissions and appropriate Human Service Agency staff to incorporate any needed minor updates to the two Coordinated Public Transit & Human Services Transportation Plans that cover the MPO study area. These include the plan for the Greater Derry-Salem RCC covering the western portion of the RPC region and updated during 2015-2016; and the plan for the Southeast NH RCC, covering the eastern portion of the RPC region, updated in 2016-2017.

#### Task 506 — Transit and TDM Planning

**Objective:** Promote the incremental development of public transportation and transportation demand management services in the MPO area by working with existing transit agencies, other public and private transit operators, and regional Transportation Management Associations (TMAs).

#### Proposed Activities and Products:

- 1. Technical Assistance to COAST:** Continue to serve on the COAST board and Executive Committee; collaborate with COAST and Strafford MPO staff on biennial rider surveys and updates to the COAST funding formula. Assess possible service expansions as requested by COAST and RPC communities.
  - Work Product:** COAST ridership survey [COAST]
  - Work Product:** Funding formula maintenance and update
- 2. Technical Assistance to CART:** Continue to serve on the CART board and Executive Committee. Provide technical assistance with multiple projects during the biennium. Anticipated projects include assistance with development of a Transit Asset Management Plan and vehicle replacement planning; planning for new demand-responsive routes replacing some current open demand response service; analyses of ridership patterns to develop demand-responsive routes; assistance in developing operating agreements with other transit providers in the region; assistance with resource development including negotiation for regional split of FTA Urban Formula funds, grant writing and serving as a liaison with RPC member communities.
  - Work Product:** Transit Asset Management Plan
  - Work Product:** Analysis of potential fixed/demand responsive routes
  - Work Product:** Diversified and expanded CART funding base.
  - Work Product:** Plan for organizational restructuring of CART transit system
- 3. Technical Assistance to Transportation Assistance for Seacoast Citizens (TASC):** Continue to serve on the board for the Transportation Assistance for Seacoast Citizens (TASC) volunteer



driver program, and provide assistance with funding development and operations planning. Also work with TASC and ACT to expand the geographic scope of TASC and integrate it into the ACT regional transit brokerage.

**Work Product:** Expanded funding base for TASC

4. **Statewide Community Transit Coordination:** Participate in statewide work on transit development through the NH Transit Association and the State Coordinating Council for Community Transportation (SCC).

**Activity:** Participation in NHTA and SCC in support of regional transit and coordination initiatives

**Activity:** Participation in Transport NH and other collaborative statewide efforts to expand emphasis on alternative modes in State transportation policy

5. **TDM/TMA Support:** Collaborate with the SRPC, COAST, Pease Development Authority and municipalities in the work on the commuteSMARTSeacoast regional Transportation Management Association (TMA). Continue to participate in I-93 TDM planning and implementation work as necessary. Participate as time allows in statewide TDM/TMA collaboration efforts.

**Work Product:** Documentation of TMA support

6. **Regional Transit Planning and Initiatives:** Staff will continue to participate in the Downeaster Station Communities Advisory Committee in Exeter, and work with station communities, NHDOT and NNEPRA to pursue enhancements to Downeaster service. Work on this task includes data collection on use of regional Park and Ride facilities, and any follow-up from the Hampton Intermodal study.

**Activity:** Exeter Downeaster Station Committee Participation





## 5.0 OTHER PLANNING ACTIVITIES

In addition to the MPO transportation planning work, there are a number of other planning efforts by both the Rockingham Planning Commission and other planning agencies in the region. Some of these are transportation planning focused, while others are concentrated on land use or environmental planning. Most are multi-disciplinary in nature and involve some consideration of the transportation system of the area as part of the discussion, issues of concern, or recommendations. This section of the UPWP identifies those projects and programs.

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### TRANSPORTATION PLANNING

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As indicated in the introduction of this Unified Planning Work Program, the “unified” aspect of the document is intended to encompass all MPO transportation planning activities that are foreseen in the region, regardless of funding source or implementing agency. While we cannot be certain that we are aware of all transportation planning activities that will take place in the program period, we do identify all those that we are aware of in which the MPO has a stakeholder or participant role. These are summarized below with funding sources and amount, to the extent they are known, included in tables with each description.

**Purchase of Service:** For State Fiscal years 2018-2019 RPC has agreed to continue in the role of Lead Agency for FTA Section 5310 Purchase of Service funding for the Southeast NH Regional Coordination Council for Community Transportation (Region 10 RCC). The Planning Commission will serve as the grant manager for these FTA funds to be used to purchase transportation services the elderly and individuals with disabilities in the RCC service area, which includes the SRPC region and the eastern portion of the RPC region. Transportation services will be purchased from COAST as well as human service transportation providers meeting service standards adopted by the RCC consistent with FTA requirements. Funds are made available to the region through NHDOT. This role has similarly been taken on by SNHPC and NRPC for the RCCs in their regions. Section 5310 POS funds available to the region for the two year period total \$354,163, and up to 5% may be billed for administrative expenses, classified as Mobility Management. Assuming full utilization of the grant funding for purchase of service, the administrative fee to RPC will be \$17,708 over the two year grant period.

**COAST Transit Planning [COAST]:** COAST will undertake the following activities using FTA Section 5307 and Section 5310 Funds, and may utilize both COAST staff resources and /or outside consulting assistance:

- Provide assistance with planning and mobility management to ACT, the Regional Coordinating Council (RCC) for the Southeast NH region.

COAST 5307 Planning Funds	FY 2018	FY 2019
FTA 5307	\$ 80,000	\$ 80,000
Local Match (COAST)	\$ 20,000	\$ 20,000
Total:	\$ 100,000	\$ 100,000



- Participate in updates as needed to the Coordinated Public Transit/Human Service Transportation Plan for the region.
- Continue ongoing general and comprehensive transit planning.
- Conduct biennial system review.

**CART Transit Planning [CART]:** CART will undertake the following activities using FTA Section 5307 and 5310 Funds, and may utilize both CART staff resources and /or outside consulting assistance:

- |  | <u>CART 5307 Planning Funds (Est)</u> | <u>FY 2018</u> | <u>FY 2019</u> |
|--|---------------------------------------|----------------|----------------|
| • Provide assistance with planning for the Greater Derry-Salem Regional Coordinating Council for Community Transportation (Region 9 RCC) | FTA 5307                              | \$ 5,200       | \$ 5,200       |
|  | Local Match (CART)                    | \$ 1,300       | \$ 1,300       |
|  | Total:                                | \$ 6,500       | \$ 6,500       |
- Participate in updates as needed to the Coordinated Public Transit/Human Service Transportation Plan for the region.
  - Conduct ridership analyses to identify potential new demand-responsive route services
  - Implement new demand-responsive routes as identified.
  - Continue ongoing general and comprehensive transit planning.
  - Planning for CART management restructuring

**Hampton Beach Master Plan Update (TCSP Grant):** The Hampton Beach Area Commission was awarded a TCSP Grant for \$300,000 to update the Beach Master Plan and is continuing to develop the Plan.

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**RELATED LAND USE AND ENVIRONMENTAL PLANNING ACTIVITIES**

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The RPC is involved with many land use and environmental planning activities that are interconnected with transportation issues. While transportation isn't the necessarily the focus of these efforts, it is part of the discussion. Transportation planning for the MPO makes up approximately 54% of the RPC

**Anticipated RPC Budget FY 18 and FY 19**

Funding Source	FY18 Budget	% of Budget	FY19 Budget	% of Budget
Member Dues	\$145,828	14%	\$145,828	14%
Circuit Rider & CZP	\$138,939	13%	\$138,939	13%
Local Contracts	\$40,500	4%	\$40,500	4%
Transportation Planning	\$552,000	54%	\$552,000	54%
State & Direct Federal Funding	\$137,106	13%	\$137,106	13%
Other/Misc	\$16,000	2%	\$16,000	2%
Total	\$1,030,373	100%	\$1,030,373	100%



annual budget with the remainder of staff time and resources going to regional and local land use and environmental planning efforts. A general description of this work is included below along with general funding sources and amounts where known.

**Comprehensive Economic Development Strategy [Rockingham Economic Development Corporation]:**

Funded through the US Department of Commerce's Economic Development Administration, The Rockingham Economic Development Corporation ([www.redc.com](http://www.redc.com)) annually updates the Comprehensive Economic Development Strategy (CEDS) in support of on-going regional economic development planning efforts. RPC provides support in updating demographic and economic data and associated analysis, providing information on proposed transportation projects and improvement needs, and updating goals, objectives and recommendations.

**NH Coastal Adaptation Workgroup (NH CAW) [Multiple Agencies]:** Formed in January 2010 as an Ad Hoc Collaboration, NH CAW currently involves 19 agencies, organizations, municipalities, and NGOs with 28+ individual members. NH CAW partnerships have received project grants represent nearly \$2.5 M in assets that enables NH CAW to work with 25+ communities with 3 of the projects providing specific adaptation related education and technical assistance.

**Circuit Rider Planning Services and Technical Assistance:** The RPC provides part-time professional land use planning services to the Planning Boards of ten member communities and technical assistance to all twenty six communities as requested. General duties include assistance in developing revisions to community Zoning Ordinance, Site Review, and Subdivision Regulations, review of development proposals, and assistance with the development of Capital Improvement Programs (CIPs). These services are paid through RPC dues and contracts with individual communities for circuit rider services. Tasks such as updating community master plan chapters are also undertaken, often under a separate contract.

**Developments of Regional Impact (DRI):** The RPC conducts reviews of development of regional impact to assist in fulfilling obligations under RSA 36:58. This provides for convening the RPC DRI committee and supporting it as necessary, preparation of written responses and attendance at local land use board meeting concerning developments of regional impact as required. This program is funded through the NH Office of Energy and Planning (OEP) Targeted Block Grant (TBG) program.

**New Hampshire Coastal Program Technical Assistance Grants:** This program provides funding to the regional planning commission's that have coastal communities to engage in planning projects that implement the coastal resource management goals of the NH Coastal Program. Any planning projects that can be accomplished by RPC staff are eligible. Examples include community master planning, natural resources inventories, land use and natural resources mapping, and adaptation planning. This program is funded by the US Dept. of Commerce/NOAA funds provided through NHDES/NH Coastal Program.

**Emergency Management/ Hazard Mitigation Planning Grants:** This program provides funding to accomplish the preparation and up-dating of local all-hazard mitigation plans. These plans document all the hazards existing in communities and serve as prerequisite documents for many funding programs offered by the NH Office of homeland Security and emergency management. Some examples of eligible projects that fall under most of the grant programs listed above include property acquisition, structural demolition and relocation, structural elevation, mitigation reconstruction, dry



flood proofing of historic residential structures, dry flood proofing of non-residential structures, minor localized flood reduction projects, structural retrofitting of existing buildings, non-structural retrofitting of existing buildings and facilities, safe room construction, infrastructure retrofits, soil stabilization and wildfire mitigation. These programs are funded through the NH Office of Homeland Security via the following emergency management and hazard mitigation planning grants: Hazard mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), Flood Mitigation Assistance (FMA), Repetitive Flood Claims (RFC), and Severe Repetitive Loss (SRL). In addition, Pre-Disaster Mitigation (PDM) grants funded by FEMA through the New Hampshire Department of Homeland Security and Emergency Management provide the resources for the RPC to conduct Hazard Mitigation Plan updates for member communities.

**Climate Ready Culverts and Coastal Communities: Vulnerability Assessment for Inland Coastal Communities** [NH Coastal Program, UNH Stormwater Center, Rockingham Planning Commission, Strafford Planning Commission – \$190,000]: New Hampshire coastal municipalities are confronted by land use and hazard management concerns that include extreme weather events, storm surges, flooding, coastal erosion, and damage to key assets. These issues are only intensified by the observed recent increases in the frequency and intensity of extreme storm events and increases in sea level. Increased flooding has the potential to place coastal populations at risk, threaten infrastructure, intensify coastal hazards, and ultimately damage homes, businesses, public infrastructure, recreation areas, public space, coastal wetlands and salt marsh. In recent years, new technical tools such (LiDAR, report on impacts of climate change on coastal flooding, 2014 National Climate Assessment, and Northeast Region Climate Data Center extreme precipitation) have been acquired for the region to address how climate may change in the future, however few assessments have been conducted that quantify and map where flooding may occur and what may be impacted. This project will assess climate change impacts to natural systems and the built environment for ten coastal municipalities (5 in the RPC region: Newfields, Exeter, Stratham, Greenland, and Newington). Results of the assessment will help municipalities apply climate impact data directly into programmatic changes such as facilities (infrastructure upgrades and priorities), permit processes, codes, and regulations. In addition, the project results will be built into a developing web-based platform (NH Coastal Viewer). The vulnerability assessment will be completed for ten coastal New Hampshire communities in two planning regions. Municipalities in the Rockingham Planning Commission region are Newfields, Exeter, Stratham, Greenland and Newington. Municipalities in the Strafford Regional Planning Commission region are Rollinsford, Madbury, Dover, Newmarket, and Durham. The RPC has \$30,000 in grant funding to accomplish specific tasks in this analysis and will be leveraging \$5,000 of UPWP funds toward the project.



## 6.0 FUNDING SOURCES, COST DISTRIBUTION, AND TASK SCHEDULING

The Rockingham MPO is funded by the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) of the U.S. Department of Transportation, the New Hampshire Department of Transportation (NHDOT), and local matching revenues from the RPC. Overall, 90% of UPWP funding is provided by a combination of metropolitan planning program grants from the Federal Highway Administration ('PL'), Federal Transit Administration ('Section 5303' converted to PL funds), and State Planning and Research (SPR) program funds. The matching funds are provided by the RPC supplemented by Turnpike Toll Credits from NHDOT that allow the effective 90/10 match instead of the usual 80/20. The tables on the following pages provide more specific information regarding the budget distribution of the UPWP, and the approximate timing of work tasks:

**Table 1**, shows personnel and non-personnel expense anticipated for the 2018-2019 UPWP. Available funding is listed at the top of the table followed by personnel expenses by major work category (split by fiscal year). The personnel costs are followed by non-personnel direct charges to the UPWP and two graphics showing the distribution of costs by category and by staff position.

**Table 2** shows the distribution of resources for each task area listed in the UPWP by fiscal year. The table lists the hours budgeted to each as well as the anticipated personnel costs. This table does not include the non-personnel costs listed in Table 1.

**Table 3** shows the source of local match which is derived from local dues. Each community's share is proportionate to their population, since the allocation of PL and FTA 5303 funding is determined in New Hampshire by population share within the urbanized area communities.

**Table 4** depicts the anticipated scheduling of activities associated with the major task activities in the UPWP. Many tasks occur at specific identifiable time intervals in the UPWP program period; others occur only as needed, and others are ongoing throughout the two-year period. Those that are ongoing work tasks or occur only as needed are shown as fully shaded for the entirety of the UPWP.

**Table 1: Budget Summary**

<b>Revenues</b>						
Source	UPWP Total	Percentage of		Percentage of		
		FY 2018	Funding	FY 2019	Funding	
2018-2019 FHWA PL Funds	\$ 757,478	\$ 378,739	62%	\$ 378,739	59%	
FT 5305 Planning Funds	\$ 204,296	\$ 102,148	17%	\$ 102,148	16%	
State Planning & Research Funds	\$ 166,199	\$ 71,190	12%	\$ 95,009	15%	
<b>Total Federal Funds</b>	<b>\$ 1,127,973</b>	<b>\$ 552,077</b>	<b>90%</b>	<b>\$ 575,896</b>	<b>90%</b>	
RPC Match (Local funds)	\$ 125,330	\$ 61,342	10%	\$ 63,989	10%	
DOT Match (Turnpike Toll Credits)*	\$ 125,330	\$ 61,342		\$ 63,989		
Total (Including Toll Credits)	\$ 1,378,633	\$ 674,761		\$ 703,874		
<b>Total Available Funding</b>	<b>\$ 1,253,303</b>	<b>\$ 613,419</b>	<b>100%</b>	<b>\$ 639,885</b>	<b>100%</b>	

\* Turnpike Toll Credits help the MPO meet the match requirement for the UPWP but do not provide revenue

<b>Expenditures</b>							
	Total UPWP Expenditures	Fiscal Year 2018			Fiscal Year 2019		
		Total Expenditures	Personnel Expenditures	Non-Personnel Expenditures	Total Expenditures	Personnel Expenditures	Non-Personnel Expenditures
Category 100: MPO Administration	\$ 172,097	\$ 79,907	\$ 71,837	\$ 8,070	\$ 92,189	\$ 84,119	\$ 8,070
Category 200: Policy & Planning	\$ 452,393	\$ 217,237	\$ 213,987	\$ 3,250	\$ 235,156	\$ 231,956	\$ 3,200
Category 300: Public Involvement	\$ 108,581	\$ 54,066	\$ 52,716	\$ 1,350	\$ 54,515	\$ 53,165	\$ 1,350
Category 400: Planning Support	\$ 330,854	\$ 163,468	\$ 117,253	\$ 46,215	\$ 167,385	\$ 97,533	\$ 69,852
Category 500: Technical Assistance	\$ 189,252	\$ 98,613	\$ 96,763	\$ 1,850	\$ 90,639	\$ 88,789	\$ 1,850
<b>UPWP Total Expenditures</b>	<b>\$ 1,253,175</b>	<b>\$ 613,291</b>	<b>\$ 552,556</b>	<b>\$ 60,735</b>	<b>\$ 639,885</b>	<b>\$ 555,563</b>	<b>\$ 84,322</b>

<b>Personnel Hours by Position</b>				<b>Personnel Hours by Category</b>		
Position	Total	Percentage of Total		Total	FY 2018	FY 2019
Executive Director	1,200	7.5%	Category 100	2,020	940	1,080
Assistant Director	200	1.2%	Category 200	6,340	3,040	3,300
Transp. Program Manager	3,540	22.1%	Category 300	1,430	720	710
Sr. Transportation Planner	3,290	20.5%	Category 400	3,800	2,140	1,660
Transportation/GIS Analyst	3,580	22.3%	Category 500	2,440	1,280	1,160
GIS Manager	1,200	7.5%	<b>Total</b>	<b>16,030</b>	<b>8,120</b>	<b>7,910</b>
Regional Planner (2)	1,560	9.7%				
Business Administration (2)	760	4.7%				
Interns (2)	700	4.4%				
	<b>16,030</b>					

<b>Non-Personnel Expenditures by Type and Category</b>							
	Category 100	Category 200	Category 300	Category 400	Category 500	Total	
6114 Office Supplies	\$ 100	\$ 250	\$ 300	\$ 100	\$ 300	\$ 1,050	
6115 Contracted Services	\$ -	\$ -	\$ 2,000	\$ 97,165	\$ -	\$ 99,165	
6116 Travel	\$ 2,000	\$ 3,400	\$ 400	\$ 1,000	\$ 3,200	\$ 10,000	
6117 Newspaper/Media	\$ 500	\$ 2,500	\$ -	\$ -	\$ -	\$ 3,000	
6120 Dues/Subscriptions	\$ 2,640	\$ -	\$ -	\$ -	\$ -	\$ 2,640	
6121 Training & Workshops	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000	
6124 Equipment	\$ 2,000	\$ -	\$ -	\$ 8,602	\$ -	\$ 10,602	
6125 Equip & Software Maint	\$ 800	\$ -	\$ -	\$ 9,200	\$ -	\$ 10,000	
6126 Telephone	\$ 100	\$ 300	\$ -	\$ -	\$ 200	\$ 600	
<b>Total</b>	<b>\$ 16,140</b>	<b>\$ 6,450</b>	<b>\$ 2,700</b>	<b>\$ 116,067</b>	<b>\$ 3,700</b>	<b>\$ 145,057</b>	

Table 2: Detailed Budget

**Revenues**

	UPWP Total	FY 2018	Percentage of Funding	FY 2019	Percentage of Funding
2018-2019 FHWA PL Funds	\$ 757,478	\$ 378,739	62%	\$ 378,739	59%
FT 5305 Planning Funds	\$ 204,296	\$ 102,148	17%	\$ 102,148	16%
State Planning & Research Funds	\$ 166,199	\$ 71,190	12%	\$ 95,009	15%
<b>Total Federal Funds</b>	<b>\$ 1,127,973</b>	<b>\$ 552,077</b>	<b>90%</b>	<b>\$ 575,896</b>	<b>90%</b>
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DOT Match (Tumpike Toll Credits)	\$ 125,330	\$ 61,342		\$ 63,989	
Total (Including Toll Credits)	\$ 1,378,633	\$ 674,761		\$ 703,874	
<b>Available Funding</b>	<b>\$ 1,253,303</b>	<b>\$ 613,419</b>	<b>100%</b>	<b>\$ 639,885</b>	<b>100%</b>

**Expenditures**

	UPWP Total	Fiscal Year 2018			Fiscal Year 2019			Personnel Hours		
		Total	Personnel	Non-Personnel	Total	Personnel	Non-Personnel	Total	FY 2018	FY 2019
<b>UPWP Total Expenditures</b>	<b>\$ 1,253,175</b>	<b>\$ 613,291</b>	<b>\$ 552,556</b>	<b>\$ 60,735</b>	<b>\$ 639,885</b>	<b>\$ 555,563</b>	<b>\$ 84,322</b>	<b>16,030</b>	<b>8,120</b>	<b>7,910</b>
<b>Category 100: MPO Administration</b>	<b>\$ 172,097</b>	<b>\$ 79,907</b>	<b>\$ 71,837</b>	<b>\$ 8,070</b>	<b>\$ 92,189</b>	<b>\$ 84,119</b>	<b>\$ 8,070</b>	<b>2,020</b>	<b>940</b>	<b>1,080</b>
101 Accounting and Invoice	\$ 27,867	\$ 14,565	\$ 14,115	\$ 450	\$ 13,302	\$ 12,852	\$ 450	340	180	160
102 Program Administration	\$ 114,203	\$ 51,163	\$ 49,663	\$ 1,500	\$ 63,041	\$ 61,541	\$ 1,500	1,420	640	780
103 Staff Training	\$ 25,867	\$ 12,860	\$ 8,060	\$ 4,800	\$ 13,007	\$ 8,207	\$ 4,800	240	120	120
104 Indirect Cost Rate	\$ 1,520	\$ -	\$ -	\$ -	\$ 1,520	\$ 1,520	\$ -	20	-	20
105 Memberships & Subscriptions	\$ 2,640	\$ 1,320	\$ -	\$ 1,320	\$ 1,320	\$ -	\$ 1,320	-	-	-
<b>Category 200: Policy &amp; Planning</b>	<b>\$ 452,393</b>	<b>\$ 217,237</b>	<b>\$ 213,987</b>	<b>\$ 3,250</b>	<b>\$ 235,156</b>	<b>\$ 231,956</b>	<b>\$ 3,200</b>	<b>6,340</b>	<b>3,040</b>	<b>3,300</b>
201 Ten Year Plan	\$ 50,206	\$ 21,275	\$ 21,175	\$ 100	\$ 28,931	\$ 28,831	\$ 100	640	280	360
202 Land Use & Environmental Linkages	\$ 92,845	\$ 45,811	\$ 45,111	\$ 700	\$ 47,034	\$ 46,334	\$ 700	1,220	600	620
203 Transportation Planners Collaborative	\$ 3,490	\$ 3,290	\$ 3,090	\$ 200	\$ 200	\$ -	\$ 200	40	40	-
204 Interagency Consultation	\$ 6,563	\$ 3,252	\$ 3,202	\$ 50	\$ 3,311	\$ 3,261	\$ 50	80	40	40
205 Transportation Improvement Program	\$ 60,133	\$ 28,514	\$ 27,064	\$ 1,450	\$ 31,619	\$ 30,219	\$ 1,400	780	380	400
206 Congestion Management Process	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-
207 Intelligent Transportation Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-
208 Metropolitan Transportation Plan	\$ 169,857	\$ 87,348	\$ 87,098	\$ 250	\$ 82,509	\$ 82,259	\$ 250	2,540	1,280	1,260
209 Transportation Conformity	\$ 11,811	\$ -	\$ -	\$ -	\$ 11,811	\$ 11,811	\$ -	180	-	180
210 State Long Range Transportation Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-
211 Bike & Pedestrian Planning	\$ 57,487	\$ 27,747	\$ 27,247	\$ 500	\$ 29,740	\$ 29,240	\$ 500	860	420	440
<b>Category 300: Public Involvement</b>	<b>\$ 108,581</b>	<b>\$ 54,066</b>	<b>\$ 52,716</b>	<b>\$ 1,350</b>	<b>\$ 54,515</b>	<b>\$ 53,165</b>	<b>\$ 1,350</b>	<b>1,430</b>	<b>720</b>	<b>710</b>
301 Transportation Advisory Committee	\$ 31,819	\$ 15,766	\$ 15,716	\$ 50	\$ 16,053	\$ 16,003	\$ 50	440	220	220
302 Planning Commission Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-
303 Public Participation Plan	\$ 3,004	\$ 1,488	\$ 1,488	\$ -	\$ 1,516	\$ 1,516	\$ -	40	20	20
304 Public Outreach	\$ 26,771	\$ 14,515	\$ 13,465	\$ 1,050	\$ 12,257	\$ 11,207	\$ 1,050	370	200	170
305 MPO Policy Committee	\$ 46,986	\$ 22,297	\$ 22,047	\$ 250	\$ 24,689	\$ 24,439	\$ 250	560	280	300
<b>Category 400: Planning Support</b>	<b>\$ 330,854</b>	<b>\$ 163,468</b>	<b>\$ 117,253</b>	<b>\$ 46,215</b>	<b>\$ 167,385</b>	<b>\$ 97,533</b>	<b>\$ 69,852</b>	<b>3,800</b>	<b>2,140</b>	<b>1,660</b>
401 Traffic Counts	\$ 79,816	\$ 40,600	\$ 15,100	\$ 25,500	\$ 39,216	\$ 13,716	\$ 25,500	540	280	260
402 SADES Road Surface Management System:	\$ 9,054	\$ 4,496	\$ 4,496	\$ -	\$ 4,558	\$ 4,558	\$ -	200	100	100
403 Geographic Information Systems	\$ 116,115	\$ 69,384	\$ 65,034	\$ 4,350	\$ 46,731	\$ 42,381	\$ 4,350	1,900	1,220	680
404 Demographics	\$ 5,309	\$ 3,679	\$ 3,679	\$ -	\$ 1,631	\$ 1,631	\$ -	80	60	20
405 Equipment	\$ 4,602	\$ 2,365	\$ -	\$ 2,365	\$ 2,237	\$ -	\$ 2,237	-	-	-
406 Travel Demand Model	\$ 86,830	\$ 28,229	\$ 14,229	\$ 14,000	\$ 58,601	\$ 20,836	\$ 37,765	600	240	360
407 Performance Based Planning	\$ 29,127	\$ 14,715	\$ 14,715	\$ -	\$ 14,412	\$ 14,412	\$ -	480	240	240
<b>Category 500: Technical Assistance</b>	<b>\$ 189,252</b>	<b>\$ 98,613</b>	<b>\$ 96,763</b>	<b>\$ 1,850</b>	<b>\$ 90,639</b>	<b>\$ 88,789</b>	<b>\$ 1,850</b>	<b>2,440</b>	<b>1,280</b>	<b>1,160</b>
501 Local & Regional Technical Assistance	\$ 86,586	\$ 44,711	\$ 44,561	\$ 150	\$ 41,874	\$ 41,724	\$ 150	1,120	580	540
502 Statewide Assistance	\$ 24,319	\$ 13,791	\$ 13,291	\$ 500	\$ 10,528	\$ 10,028	\$ 500	280	160	120
503 LPA Program Support	\$ 10,379	\$ 5,667	\$ 5,617	\$ 50	\$ 4,712	\$ 4,662	\$ 50	140	80	60
504 Special Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-
505 Regional Coordinating Councils	\$ 12,316	\$ 6,104	\$ 5,954	\$ 150	\$ 6,212	\$ 6,062	\$ 150	160	80	80
506 Transit and TDM Planning	\$ 55,652	\$ 28,339	\$ 27,339	\$ 1,000	\$ 27,312	\$ 26,312	\$ 1,000	740	380	360

**TABLE 3**  
**FY 18-19 Metropolitan Planning Funds – Annual Local Match Requirements**

	POPULATION DISTRIBUTION				FHWA (PL) FUNDS				LOCAL MATCH (DUES) FUNDS					
	2010 Pop	DOT Adjusted 2010 Pop	2015 OEP Est Pop	Pop. Share of MPO	FY 18 Fed Funds	Fed Funds State Match*	Fed Funds Local Match**	Total UPWP	Total Local Match	FY-2018 Dues Assessed	Dues per capita (2015 Pop)	Portion of Dues for MPO Match	Adjusted Local Match to Account for Non-dues Payment	Additional Dues Used to Cover Non-members
ATKINSON	6,751	6,751	6,722	3.5%	\$ 21,519	\$ 2,391	\$ 2,391	\$ 23,910	\$ 2,391	\$ 6,655	\$ 0.99	35.9%	\$ 2,812	\$ 421
BRENTWOOD	4,486	4,486	4,678	2.4%	\$ 14,976	\$ 1,664	\$ 1,664	\$ 16,640	\$ 1,664	\$ 4,631	\$ 0.99	35.9%	\$ 1,957	\$ 293
DANVILLE	4,387	4,387	4,458	2.3%	\$ 14,271	\$ 1,586	\$ 1,586	\$ 15,857	\$ 1,586	\$ 4,413	\$ 0.99	35.9%	\$ 1,865	\$ 279
E. KINGSTON	2,357	2,357	2,398	1.3%	\$ 7,577	\$ 853	\$ 853	\$ 8,530	\$ 853	\$ 2,374	\$ 0.99	4.0%	\$ 1,003	\$ 150
EPHING	6,411	6,411	6,828	3.6%	\$ 21,858	\$ 2,429	\$ 2,429	\$ 24,287	\$ 2,429	\$ 6,760	\$ 0.99	35.9%	\$ 2,856	\$ 427
EXETER	14,306	14,306	14,582	7.6%	\$ 46,681	\$ 5,187	\$ 5,187	\$ 51,868	\$ 5,187	\$ 12,168	\$ 0.83	42.6%	\$ 6,100	\$ 7913
FREMONT	4,283	4,283	4,597	2.4%	\$ 14,716	\$ 1,635	\$ 1,635	\$ 16,351	\$ 1,635	\$ 4,551	\$ 0.99	35.9%	\$ 1,923	\$ 288
GREENLAND	3,549	3,549	3,860	2.0%	\$ 12,357	\$ 1,373	\$ 1,373	\$ 13,730	\$ 1,373	\$ 3,821	\$ 0.99	35.9%	\$ 1,615	\$ 242
HAMPSTEAD	8,523	8,523	8,602	4.5%	\$ 27,537	\$ 3,060	\$ 3,060	\$ 30,597	\$ 3,060	\$ 8,516	\$ 0.99	35.9%	\$ 3,598	\$ 538
HAMPTON	14,976	14,976	15,050	7.9%	\$ 48,179	\$ 5,353	\$ 5,353	\$ 53,532	\$ 5,353	\$ 12,400	\$ 0.82	43.2%	\$ 6,295	\$ 942
HAMPTON FALLS	2,236	2,236	2,239	1.2%	\$ 7,168	\$ 796	\$ 796	\$ 7,964	\$ 796	\$ 2,217	\$ 0.99	35.9%	\$ 937	\$ 140
KENSINGTON	2,124	2,124	2,114	1.1%	\$ 6,767	\$ 752	\$ 752	\$ 7,519	\$ 752	\$ 2,093	\$ 0.99	35.9%	\$ 788	\$ 132
KINGSTON	6,025	6,025	6,049	3.2%	\$ 19,365	\$ 2,152	\$ 2,152	\$ 21,517	\$ 2,152	\$ 5,989	\$ 0.99	35.9%	\$ 2,530	\$ 379
NEW CASTLE	968	968	966	0.5%	\$ 3,092	\$ 344	\$ 344	\$ 3,436	\$ 344	\$ 956	\$ 0.99	35.9%	\$ 404	\$ 60
NEWFIELDS	1,680	1,680	1,685	0.9%	\$ 5,394	\$ 599	\$ 599	\$ 5,994	\$ 599	\$ 1,668	\$ 0.99	35.9%	\$ 705	\$ 105
NEWINGTON	753	753	770	0.4%	\$ 2,465	\$ 274	\$ 274	\$ 2,739	\$ 274	\$ 762	\$ 0.99	35.9%	\$ 322	\$ 48
NEWTON	4,603	4,603	4,865	2.5%	\$ 15,574	\$ 1,730	\$ 1,730	\$ 17,305	\$ 1,730	\$ 4,816	\$ 0.99	35.9%	\$ 2,035	\$ 305
NORTHAMPTON	4,301	4,301	4,517	2.4%	\$ 14,441	\$ 1,605	\$ 1,605	\$ 16,046	\$ 1,605	\$ 4,466	\$ 0.99	35.9%	\$ 1,887	\$ 282
PLAISTOW	7,609	7,609	7,602	4.0%	\$ 24,336	\$ 2,704	\$ 2,704	\$ 27,040	\$ 2,704	\$ 7,526	\$ 0.99	35.9%	\$ 3,180	\$ 476
PORTSMOUTH	21,233	21,233	21,496	11.2%	\$ 68,815	\$ 7,646	\$ 7,646	\$ 76,461	\$ 7,646	\$ 15,212	\$ 0.71	50.3%	\$ 8,992	\$ 1,346
RAYMOND	10,138	10,138	10,257	5.4%	\$ 32,835	\$ 3,648	\$ 3,648	\$ 36,484	\$ 3,648	\$ 10,027	\$ 0.98	36.4%	\$ 4,290	\$ 642
RYE	5,298	5,298	5,400	2.8%	\$ 17,287	\$ 1,921	\$ 1,921	\$ 19,208	\$ 1,921	\$ 5,238	\$ 0.97	36.7%	\$ 2,259	\$ 338
SALEM***	814	611	28,674	15.0%	\$ 91,793	\$ 10,199	\$ 10,199	\$ 101,993	\$ 10,199	\$ 16,981	\$ 0.59	60.1%	\$ -	NA
SANDOWN	28,776	28,776	26,255	13.3%	\$ 20,024	\$ 2,225	\$ 2,225	\$ 22,249	\$ 2,225	\$ 6,197	\$ 0.99	35.9%	\$ 2,616	\$ 392
SEABROOK	5,986	5,986	8,814	4.6%	\$ 28,216	\$ 3,135	\$ 3,135	\$ 31,351	\$ 3,135	\$ 8,726	\$ 0.99	35.9%	\$ 3,687	\$ 552
SO. HAMPTON	8,693	8,693	8,811	4.0%	\$ 25,966	\$ 2,888	\$ 2,888	\$ 28,854	\$ 2,888	\$ 8,003	\$ 0.99	35.9%	\$ 3,339	\$ 511
STRATHAM	7,255	7,255	7,334	3.8%	\$ 23,478	\$ 2,609	\$ 2,609	\$ 26,087	\$ 2,609	\$ 7,261	\$ 0.99	35.9%	\$ 3,068	\$ 459
SUB-TOTAL	188,521	187,787	191,617	100.0%	\$ 613,419	\$ 68,158	\$ 68,158	\$ 749,734	\$ 68,158	\$ 150,242	\$ 0.80	45.4%	\$ 68,158	\$ 10,199

\* State match is provided utilizing Toll Credits not actual funding

\*\* This distribution is shown as if the State of NH was paying 1/2 of the match.

\*\*\* = Non-dues paying/non-member



Table 4: Schedule of Tasks and Deliverables

	15		16		July, 2017												June, 2019				
	S	E	S	E	S	E	S	E	S	E	S	E	S	E	S	E	S	E			
<b>101 Accounting and Invoices</b>																					
1003.101.1 Financial Management & Reporting	1	12			1	12															
1003.101.2 Audits and Audit preparation	2	6			2	6															
<b>102 MPO Program Administration</b>																					
1003.102.1 UPWP Development, Amendments, and Reporting	1	3	9	12	6	10															
1003.102.2 MPO Prospectus Updates	5	7			5	7															
1003.102.3 Contract Management	1	12			1	12															
1003.102.4 General Administrative Tasks	1	12			1	12															
1003.102.5 UPWP Performance Report	1	4			12	12															
1003.102.6 Planning Reviews	4	10			1	3															
<b>103 Staff Training</b>																					
1003.103.1 Training, Workshops, & Conferences	1	12			1	12															
<b>104 Indirect Cost Adjustments</b>																					
1003.104.1 Indirect Cost Rate Adjustment	0	0			5	7															
<b>201 Ten Year Plan</b>																					
1003.201.1 Ten Year Plan/GACT	3	5	7	8	6	10															
1003.201.2 Project Evaluation, Selection, and Prioritization	1	5			5	10															
<b>202 Land Use &amp; Environmental Linkages</b>																					
1003.202.1 Natural Resources Coordination Studies/Projects	1	12			1	12															
1003.202.2 Livability/Sustainability Initiatives	1	12			1	12															
1003.202.3 Climate Change Initiatives	1	12			1	12															
1003.202.4 Coastal Adaptation Workgroup	1	12			1	12															
<b>203 Transportation Planners Collaborative</b>																					
1003.203.1 Transportation Planners Collaborative	1	12			1	12															
<b>204 Interagency Consultation</b>																					
1003.204.1 Interagency Consultation	1	13			1	12															
<b>205 Transportation Improvement Program</b>																					
1003.205.1 TIP Development	12	12			1	4															
1003.205.2 TIP Amendments/Administrative Adjustments	1	12			1	12															
1003.205.3 Annual List of Obligated Projects	5	6			5	6															
<b>206 Congestion Management Process</b>																					
1003.206.1 Congestion Management Process	0	0			0	0															
<b>207 Intelligent Transportation Systems/Incident Management</b>																					
1003.207.1 Regional ITS Architecture	0	0			0	0															
1003.207.2 Incident Management Systems	1	12			1	12															
<b>208 Long Range Transportation Plan</b>																					
1003.208.1 Transportation Plan Development/Amendments	5	12			1	4															
1003.208.2 Project Solicitation & Development	0	0			5	10															
1003.208.3 Project Selection	1	4			8	12															
1003.208.4 Regional Sustainable Development Plan	0	0			0	0															
<b>209 Transportation Conformity</b>																					
1003.209.1 Transportation Conformity	12	12			1	10															
<b>210 State Long Range Transportation Plan</b>																					
1003.210.1 State LRTP	0	0			0	0															
<b>211 Bike &amp; Pedestrian Planning</b>																					
1003.211.1 General Bike/Pedestrian Planning	1	12			1	12															
1003.211.2 Bike/Walk to Work Day	8	11			8	11															
1003.211.3 Multi-use Trail Projects	1	12			1	12															
<b>301 Transportation Advisory Committee</b>																					
1003.301.1 MPO Transportation Advisory Committee	1	12			1	12															
<b>302 RPC Commission</b>																					
1003.302.1 RPC Commission Meetings	0	0			0	0															
<b>303 Public Participation Plan</b>																					
1003.303.1 Public Participation Plan Update	0	0			6	12															
<b>304 Public Outreach</b>																					
1003.304.1 Public Involvement and Outreach	1	12			1	12															
1003.304.2 MPO Website Development and Maintenance	1	12			1	12															
1003.304.3 Media Monitoring & Legislative/Policy Tracking	1	12			1	12															
<b>305 MPO Policy Committee</b>																					
1003.305.1 MPO Policy Committee	1	12			1	12															



## 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 amended 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 amended 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 amended 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 amended AGREEMENT shall not exceed \$1,253,303.00 (amount before amendment \$1,226,838.00) in State FY 2018 & FY 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 \$1,253,303 fee, approximately 90% (\$1,127,972.70) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% (\$125,330.30) from the Rockingham Regional Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$1,127,972.70 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.

## ARTICLE II

Employee benefits shall include holiday, sick and vacation pay, Commission's share of group medical and dental premiums, the Commission's share of long and short-term disability insurance premiums if applicable, and the Commission's share of retirement benefits, if applicable.

Payroll taxes shall include the employer's share of FICA.

The preceding costs may be applied to only straight time and overtime. The amounts shall be based on actual costs to the COMMISSION for such items during the period of the amended agreement and those allowable in accordance with the applicable cost principles contained in 2 CFR, Part 225 (formerly OMB Circular No. A-87). Indirect Cost Rate Proposals shall be submitted in accordance with 2 CFR, Part 225. If the indirect cost rate is not submitted within the timeframes specified in 2 CFR, Part 225, the Department, as provided in 2 CFR, Part 225, will set the indirect cost rate for the COMMISSION.

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

### C. DIRECT EXPENSES

Reimbursement for direct expenses includes work such as but not limited to field survey, purchase of computer, purchase of software and maintenance services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses whether performed by the COMMISSION or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the COMMISSION'S established policy but shall not exceed that allowed in the Federal Travel Regulations (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

ARTICLE II

of equipment acquisition, use, and disposition must comply with 23 CFR 420.121(e) approved by the DEPARTMENT.

D. FIXED FEE

Blank

E. PAYMENTS

Payments on account of the fee for services of eligible activities defined in 23 CFR 420 & 450 rendered under this amended 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 amended 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 amended AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in 2 CFR 225.

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

**ARTICLE III - GENERAL PROVISIONS**

A. **HEARINGS, ETC.**

Blank

B. **CONTRACT PROPOSALS**

Blank

ARTICLE IV

**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 amended AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 156 Water Street, Exeter, NH.

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

C. **EXTENT OF CONTRACT**

1. **Contingent Nature of AGREEMENT**

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

2. **Termination**

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



#### ARTICLE IV

AGREEMENT, without fault on the part of the COMMISSION, the COMMISSION shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. It shall be a breach of this AGREEMENT if the COMMISSION shall fail to complete the tasks 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 amended 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 amended 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 amended 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 amended 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 amended AGREEMENT.

G. SUBLETTING

The COMMISSION shall not sublet, assign or transfer any part of the COMMISSION'S services or obligations under this amended 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 amended 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 amended 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 amended 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 amended 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 amended 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 amended 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 amended AGREEMENT.

- c. These covenants shall survive the termination of the amended 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 amended 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 amended AGREEMENT to make the public or any member thereof a third-party beneficiary of the amended AGREEMENT, or to authorize anyone not a party to this amended 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 amended AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this amended AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

ARTICLE IV

5. Construction of AGREEMENT

This amended AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire amended AGREEMENT between the parties. This amended 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 amended 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 amended 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 amended 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 amended 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 amended AGREEMENT until the COMMISSION complies; and/or

(b) cancellation, termination, or suspension of the amended 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 amended 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 amended 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 amended 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 amended 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 amended 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.

ROCKINGHAM PLANNING COMMISSION  
(Company)  
By: [Signature]  
EXECUTIVE DIRECTOR  
(Title)

Date: 12/4/18

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

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

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

(Revised: March, 2015) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the EXECUTIVE DIRECTOR and duly-authorized representative of the firm of ROCKINGHAM PLANNING COMMISSION, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

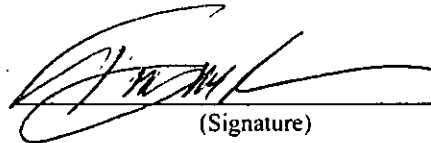
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

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.

12/4/18  
(Date)

  
(Signature)

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

(SEAL)

**Consultant**

CONSULTANT

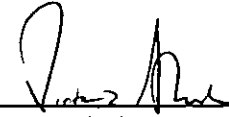
Dated: 12/4/18

By:   
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

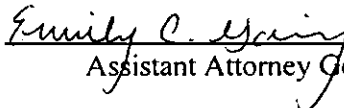
Dated: 12/25/18

By:   
Commissioner, NHDOT

**Attorney General**

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

Dated: Feb. 20, 2019

By:   
Assistant Attorney General

**Secretary of State**

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

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

Attest:

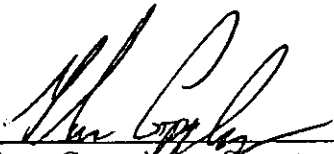
By: \_\_\_\_\_  
Secretary of State

**CERTIFICATE OF VOTE**

I, Glenn Coppelman the duly elected and acting Secretary of the Rockingham Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53), do hereby certify that at a meeting held on February 28, 2018:

1. The Rockingham Planning Commission authorized the Executive Director, Tim Roache, to execute any documents which may be necessary to effectuate the Unified Planning Work Program (UPWP) contract;
2. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
3. The following person has been appointed to, and now occupies, the office indicated under item 1 above: Tim Roache

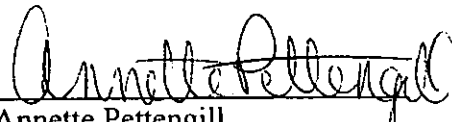
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission on this 4th day of December 2018.

  
\_\_\_\_\_  
Glenn Coppelman, Secretary

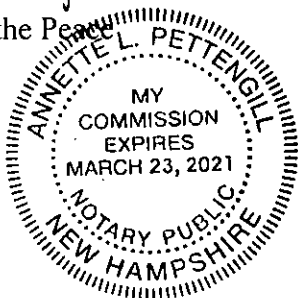
STATE OF NEW HAMPSHIRE  
County of Rockingham

On this 4th day of December, 2018, before me Annette Pettengill, the undersigned officer, personally appeared, Glenn Coppelman, who acknowledged him/herself to be the Secretary of the Rockingham Planning Commission, and that he/she, as such Secretary, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

  
\_\_\_\_\_  
Annette Pettengill  
Notary Public, Justice of the Peace  
(Official Seal)

March 23, 2021  
My Commission Expires





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2018

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

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

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

**INSURED**  
 Rockingham Planning Commission  
 156 Water St  
 Exeter NH 03833

**COVERAGES**

CERTIFICATE NUMBER: 45812312

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	<input checked="" type="checkbox"/>		BZO58281160	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/PROP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAO58281160	1/11/2019	1/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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ACORD 25 (2016/03)

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## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833		<b>Member Number:</b> 563	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)  Aggregate		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2018  1/1/2019	1/1/2019  1/1/2020	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease - Each Employee		\$2,000,000
			Disease - Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> Proof of Primex Member coverage only.					

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

## NON-DISCRIMINATION ASSURANCES

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

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

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

2. That the RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS and made in connection with the UNIFIED PLANNING WORK PROGRAM and, in adapted form in all proposals for negotiated agreements:

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

3. That the RECIPIENT shall insert the clauses of Appendix A of \_\_\_\_\_ this assurance in every contract subject to this ACT and the REGULATIONS.

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

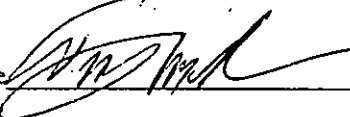
5. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements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



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

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

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

Signature  Date: 12/4/18

Name/Title TIMOTHY M. ROACHE EXECUTIVE DIRECTOR

Attachments: Appendix A

## APPENDIX A

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

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



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

64 S.G.M.

Bureau of Planning and Community Assistance  
May 2, 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 Rockingham Planning Commission (Vendor #154887), Exeter, NH, in the amount of \$1,104,154.20 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	\$552,077.10	\$552,077.10	\$1,104,154.20

**EXPLANATION**

The Rockingham Planning Commission a designated Metropolitan Planning Organization (MPO), contains the Urbanized Area communities of Salem and Plaistow as well as Portsmouth and other and surrounding communities in the Southeastern region of the state. The Fixing Americas Surface Transportation (FAST) Act provides planning and transit funds for each Regional Planning Commission (RPC). Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the Rockingham Planning Commission has developed procedures for addressing transportation planning issues.

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

This contract comprises the biennium Unified Planning Work Plan (UPWP) for State Fiscal Years 2018 and 2019. As part of this program, Central NH Regional Planning Commission will provide transportation planning and programming to support state, regional, and local needs. The Central NH Regional Planning Commission will focus on ten 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.

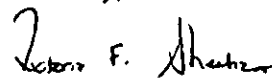
These planning factors are identified in the Fixing America's Surface Transportation (FAST) Act. Additionally, the Rockingham Planning Commission will address the New Hampshire Federal Highway Administration and Federal Transit Administration Planning Emphasis Areas (PEAs), which include FAST Act implementation of performance based planning and programming, regional planning cooperation and ladders of opportunities for access to essential services and identification of connectivity gaps.

The Rockingham Planning Commission can accomplish this work for a total fee not to exceed \$1,226,838.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion \$1,104,154.20 is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional \$122,683.80 in local funds (collected by the Rockingham 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**  
**TABLE OF CONTENTS**

**PREAMBLE**

<b>ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED .....</b>	<b>2</b>
A. LOCATION AND DESCRIPTION OF PROJECT .....	2
B. SCOPE OF WORK .....	2
C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION .....	2
D. WORK SCHEDULE AND PROGRESS REPORTS .....	2-3
E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS .....	3
F. DATE OF COMPLETION .....	3
 <b>ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY .....</b>	 <b>4</b>
A. GENERAL FEE .....	4
B. SALARY, BENEFITS AND INDIRECT COSTS .....	4-5
C. DIRECT EXPENSES .....	5-6
D. FIXED FEE .....	6
E. PAYMENTS .....	6
F. RECORDS - REPORTS .....	6
 <b>ARTICLE III - GENERAL PROVISIONS.....</b>	 <b>7</b>
A. HEARINGS, ETC. ....	7
B. CONTRACT PROPOSALS .....	7
 <b>ARTICLE IV - STANDARD PROVISIONS .....</b>	 <b>8</b>
A. STANDARD SPECIFICATIONS .....	8
B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS .....	8
C. EXTENT OF CONTRACT .....	8
1. Contingent Nature of AGREEMENT .....	8
2. Termination .....	8-9
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS .....	9
E. ADDITIONAL SERVICES .....	10
F. OWNERSHIP OF PLANS .....	10
G. SUBLETTING .....	10-11
H. GENERAL COMPLIANCE WITH LAWS, ETC. ....	11
I. BROKERAGE .....	11
J. CONTRACTUAL RELATIONS .....	11
1. Status of the COMMISSION .....	11
2. Claims and Indemnification .....	12
3. Insurance .....	12-13
4. No Third-Party Rights .....	13
5. Construction of AGREEMENT .....	14

K.	AGREEMENT MODIFICATION.....	14
L.	EXTENSION OF COMPLETION DATE(S).....	14
M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY ASSISTED PROGRAMS) COMPLIANCE.....	14-15-16
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS .....	17
	1. Policy.....	17
	2. Disadvantaged Business Enterprise (DBE) Obligation.....	17
	3. Sanctions for Non-Compliance. ....	17

**ATTACHMENTS**

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
3. SEAL-AND-SIGNATURE PAGE
4. CERTIFICATE OF VOTE
5. INSURANCE CERTIFICATES
6. NONDISCRIMINATION ASSURANCE

ARTICLE I

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

Pursuant to 23 CFR 450 subpart C, 23 U.S.C. 134, and Section 5303 of the Federal Transit Act the Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to provide Metropolitan Planning (PL) and Federal Transit Administration (FTA) funds, as a Consolidated Planning Grant (CPG), to the COMMISSION for carrying out the comprehensive, cooperative and continuing transportation planning process in all jurisdictions of the Rockingham 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.

ARTICLE I

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

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the COMMISSION, who agrees to fulfill requirements for metropolitan planning in the Rockingham area as set forth in the Unified Planning Work Program (UPWP).

A. **LOCATION AND DESCRIPTION OF PROJECT**

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

B. **SCOPE OF WORK**

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

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

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

D. **WORK SCHEDULE AND PROGRESS REPORTS**

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

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.



## 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 \$1,226,838 in State FY 2018 & FY 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 \$1,226,838 fee, approximately 90% (\$1,104,154.20) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% (\$122,683.80) from the Rockingham Regional Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$1,104,154.20 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 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

## ARTICLE II

of equipment acquisition, use, and disposition must comply with 23 CFR 420.121(e) approved by the DEPARTMENT.

D. FIXED FEE

Blank

E. PAYMENTS

Payments on account of the fee for services of eligible activities defined in 23 CFR 420 & 450 rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, task-by-task bill submitted on a monthly basis by the COMMISSION as previously discussed. Proof of payment for direct expenses must be submitted before reimbursement is allowed. The DEPARTMENT will make payments to the COMMISSION within fifteen (15) business days of receipt of an acceptable bill. 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 156 Water Street, Exeter, NH.

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

C. **EXTENT OF CONTRACT**

1. **Contingent Nature of AGREEMENT**

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

2. **Termination**

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

#### ARTICLE IV

AGREEMENT, without fault on the part of the COMMISSION, the COMMISSION shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. It shall be a breach of this AGREEMENT if the COMMISSION shall fail to complete the tasks 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.

ARTICLE IV

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

The provisions of this AGREEMENT shall not be modified without the prior approval of the Governor and Council. Modifications to the 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 X, proposed subconsultant \_\_\_\_\_, hereby certifies that it has X, has not \_\_\_\_\_ developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has \_\_\_\_\_, has not X, filed with the Joint Reporting Committee, the Deputy Assistant Secretary for Federal Contract Compliance, United States Department of Labor or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

ROCKINGHAM PLANNING COMMISSION

(Company)

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

Cliff Sinnott, Executive Director

(Title)

Date: \_\_\_\_\_

4/24/2017

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

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

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

(Revised: March, 2015) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**



CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Executive Director and duly-authorized representative of the firm of Rockingham Planning Commission, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:


I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any): NONE

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

4/24/2017  
(Date)

  
(Signature)

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

(SEAL)

**Consultant**

CONSULTANT

Dated: 4/24/2017

By:   
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

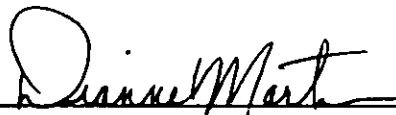
Dated: 5/11/17

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: 5/22/17

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 VOTE**

Joan Whitney, (Secretary/Treasurer, position) of the Rockingham Planning Comm., do hereby certify that at a meeting held on April 12, 2017.

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the (RPC) on this 24th day of April, 2017.

Joan Whitney  
(name, position)

STATE OF NEW HAMPSHIRE  
County of Rockingham

On this 24th day of April, 2017, before me Annette Pettengill the undersigned officer, personally appeared, Joan Whitney, who acknowledged him/herself to be the Secretary of the (RPC), and that he/she, as such, Secretary being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Annette Pettengill  
Notary Public, Justice of the Peace  
(Official Seal)

March 23, 2021  
My Commission Expires





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/24/2017

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

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT NAME:</b> PHONE (AC, Ho, Ext): 800-962-7132      FAX (AC, Ho): 800-845-3666 E-MAIL: BusinessService@LibertyMutual.com ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Rockingham Planning Commission 156 Water St Exeter NH 03833	<b>INSURER A:</b> Peerless Insurance Company      NAIC # 24198	<b>INSURER B:</b>
	<b>INSURER C:</b>	<b>INSURER D:</b>
	<b>INSURER E:</b>	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER: 35792540**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	BOP9084731	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA9475732	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is Additional Insured if required in a written contract, agreement or permit subject to General Liability Additional Insured Provision.

<b>CERTIFICATE HOLDER</b> NH Dept of Transportation 7 Hazen Drive Concord NH 03302	<b>CANCELLATION</b> 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  Percy Deschamps

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## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833	<b>Member Number:</b> 563	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
<b>Coverage Category</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Limit</b>	<b>Statutory</b>
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> Statutory Each Accident      \$2,000,000 Disease - Each Employee      \$2,000,000 Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description: Proof of Primex Member coverage only.</b>				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Transportation 7 Hazen Drive Concord, NH 03302			By: <i>Tammy Dumas</i> Date: 4/12/2017 (denver@nhprimex.org) Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax