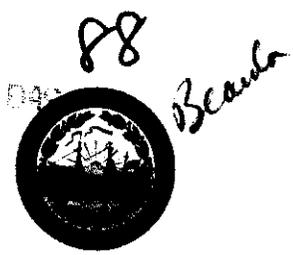




THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance
April 30, 2015

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Upper Valley-Lake Sunapee Regional Planning Commission (Vendor #154385), Lebanon, NH, in the amount of \$571,680 to undertake certain transportation related planning activities from July 1, 2015, or the date of Governor and Council approval, whichever is later, through June 30, 2017. 100% Federal Funds.

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

Table with 3 columns: Description, FY 2016, FY 2017. Row 1: 04-096-096-962515-2944 SPR Planning Funds. Row 2: 072-500575 Grants to Non-Profits-Federal. Values: \$284,148 and \$287,532.

EXPLANATION

The Upper Valley-Lake Sunapee Regional Planning Commission is the primary planning agency in the west-central part of state covering twenty-seven communities. The Moving Ahead for Progress in the 21st Century (MAP-21), provides planning and transit funds for each Regional Planning Commission (RPC). Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the Upper Valley-Lake Sunapee Regional Planning Commission have developed procedures for addressing transportation planning issues.

Upper Valley-Lake Sunapee Regional Planning Commission has developed a proposal to carry out the planning and programming processes as identified by 23 CFR Subpart C and USC Title 23 Section 134 and the Transit Planning process as identified in Section 5303 of the Federal Transit Act.

This contract comprises the biennium Unified Planning Work Plan (UPWP) for State Fiscal Years 2016 and 2017. As part of this program, Upper Valley-Lake Sunapee Regional Planning Commission will provide transportation planning and programming to support state, regional, and local needs. The Upper Valley-Lake Sunapee Regional Planning Commission will focus on eight planning factors as follows:

- 1) Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
2) Increase the safety of the transportation system for motorized and non-motorized users

- 3) Increase the security of the transportation system for motorized and non-motorized users
- 4) Increase the accessibility and mobility of people and freight
- 5) Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
- 6) Enhance the integration and connectivity of the transportation system, across and between modes, people and freight
- 7) Promote efficient system management and operation
- 8) Emphasize the preservation of the existing transportation system

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

Upper Valley-Lake Sunapee Regional Planning Commission will also administer a Federal Transit Administration (FTA) Statewide Planning & Research Program 5305(e) projects for Traffic Signal Priority and I-89 commuter feasibility study for State Fiscal Years 2016 and 2017. On December 18, 2014, the Department issued a notice to all Regional Planning Commissions and potentially interested operators of public transportation soliciting projects for planning and technical studies of public transportation systems. FTA-apportioned funds were transferred to the Federal Highway Administration (FHWA) by the Department to be administered by the Bureau of Planning and Community Assistance for this purpose. Six (6) project applications were received and reviewed by Carol Spottiswood, Fred Butler, and Mike Pouliot of the Bureau of Rail & Transit. All projects were deemed eligible, and were subsequently awarded funding based on criteria that determined that funding was not available through other sources and that the applicant can provide all required match, that the agency was appropriate to carry out the work, and that the funding was for FTA emphasis work areas to improve existing service or connectivity to it.

The Upper Valley-Lake Sunapee Regional Planning Commission can accomplish this work for a total fee not to exceed \$651,470.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion \$571,680.00 is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional \$79,790.00 local funds (collected by Upper Valley-Lake Sunapee Regional 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,



William Cass, P.E.
Assistant Commissioner

BUREAU OF PLANNING & COMMUNITY ASSISTANCE
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ARTICLE I

UPPER VALLEY-LAKE SUNAPEE
REGIONAL PLANNING COMMISSION
FED. NO.: X-A004(372)
STATE NO. 40369

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 Upper Valley-Lake Sunapee Regional Planning Commission, with principal place of business at 10 Water Street, in the City of Lebanon, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to continue the comprehensive cooperative transportation planning process in all communities falling under the jurisdictions of the Upper Valley-Lake Sunapee Regional Planning Commission.

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

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 render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth in the Unified Planning Work Program (UPWP).

A. LOCATION AND DESCRIPTION OF PROJECT

All communities falling under the jurisdiction of the Upper Valley-Lake Sunapee Regional Planning Commission.

B. SCOPE OF WORK

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

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

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

D. WORK SCHEDULE AND PROGRESS REPORTS

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

The COMMISSION'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

RECEIVED
DEPARTMENT OF
TRANSPORTATION

APR 15 2015

BUREAU OF
Planning and Community Assistance

UPPER VALLEY LAKE SUNAPEE REGIONAL PLANNING COMMISSION

UNIFIED PLANNING WORK PROGRAM

Proposed for FY 2016 and FY 2017

April 2015

Prepared by:

Upper Valley Lake Sunapee Regional Planning Commission
10 Water Street, Suite 225
Lebanon, NH 03766

Submitted To:

New Hampshire Department of Transportation
7 Hazen Drive
Concord, NH 03302-0483

U.S. Department of Transportation
Federal Highway Administration
53 Pleasant Street, Suite 2200
Concord, NH 03301



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Introduction

Since 1985, the Upper Valley Lake Sunapee Regional Planning Commission (UVLSRPC) has been committed to a proactive transportation planning program. This Unified Planning Work Program (UPWP) continues the Commission's efforts to expand transportation planning capacity, responsibilities, and abilities to ensure that the UVLSRPC's transportation planning efforts become more comprehensive and effective to meet the demands of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and subsequent reauthorizations, the New Hampshire Long-Range Transportation Plan, the UVLSRPC Regional Transportation Plan, and the region's 27 municipalities. These efforts will continue to result in a high level of regional effectiveness, both as a stronger partner with NHDOT and a more capable advisor to our member communities.

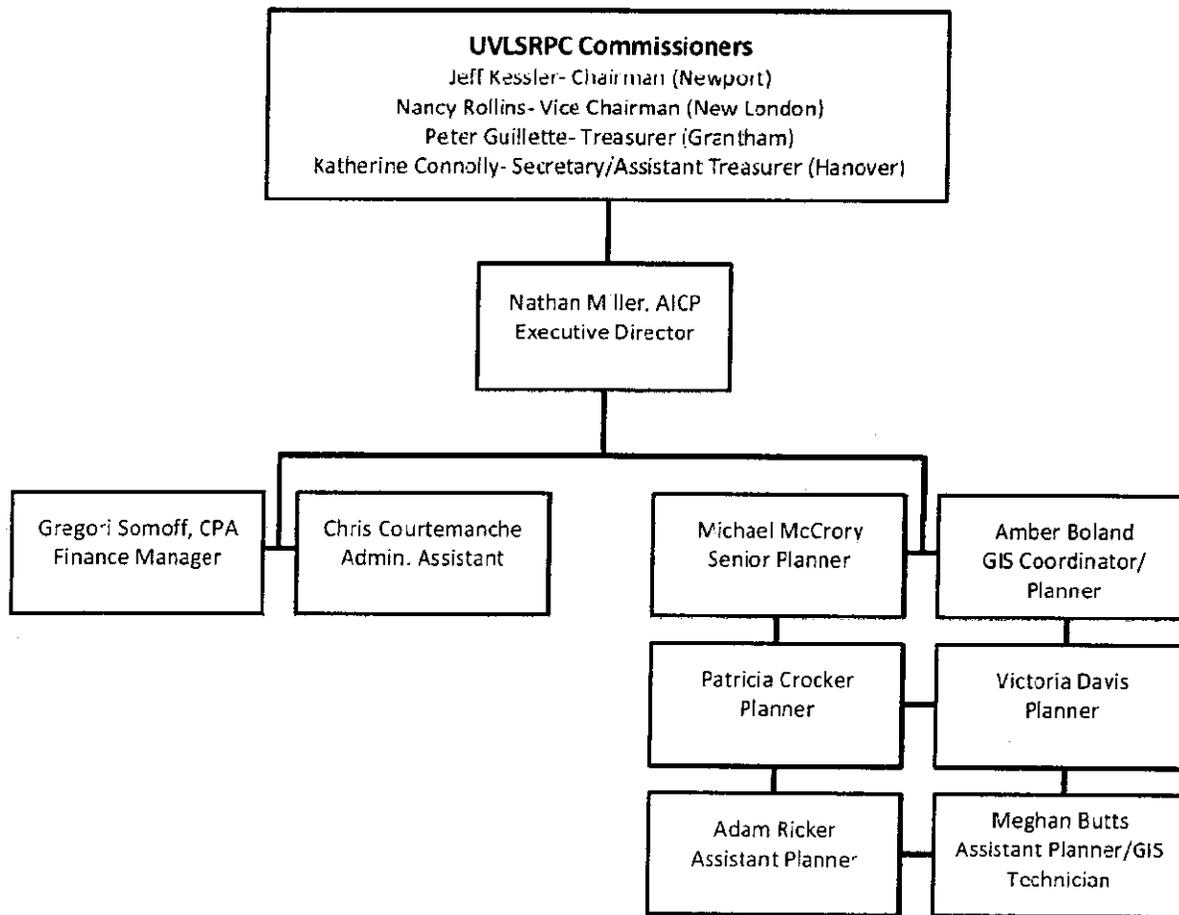
This proposal outlines tasks to be completed over the next two fiscal years, FY 2016 and FY 2017. A key element is our continued emphasis on planning assistance to member communities, so that transportation projects and policy decisions can be formulated at the local level, prioritized at the regional level, and finalized/implemented at the state level. MAP-21 assures a broad range of public involvement in the project planning and development process. The UVLSRPC believes that this UPWP proposal puts the region in a strong position to meet this objective and enables our office to better plan for the future, to increase public participation and to improve the capabilities to collect, analyze, and present transportation data.

The development of this Unified Planning Work Program was guided both by the FHWA/FTA Planning Emphasis Areas for New Hampshire and the National Performance Goals established by MAP-21. These connections are detailed in the table below.

FHWA/FTA Planning Emphasis Areas for New Hampshire	
Emphasis Area	Connected UPWP Tasks
MAP-21 Compliance and Planning Performance Measures	105, 303
Urbanized Area Suballocation and Project Selection	201, 203, 301, 503
Congestion Management Process Implementation	N/A in the UVLSRPC Region
Freight Planning	502
Fiscal Constraint and Financial Planning	201, 204, 205
Metropolitan/Statewide Travel Demand Model Maintenance	401
Data Collection for HPMS Maintenance and Monitoring	401, 403, 404, 405
Planning and Environmental Linkages	204, 208, 302, 304, 504, 507
Climate Change	208, 407
Livability and Sustainability	207, 208, 211, 504, 505, 601, 602
Project Monitoring	501, 506, 601, 602
Program Monitoring and Reporting	101, 102, 103, 104
National Transportation Performance Goals	
Performance Goal	Connected UPWP Tasks
Safety	105, 201, 205, 208, 501, 502, 504
Infrastructure Condition	201, 203, 204, 205, 211, 301, 503
Congestion Reduction	201, 204, 211, 505, 506, 601, 602
System Reliability	105, 207, 501, 502, 503, 507
Freight Movement and Economic Vitality	201, 205, 502
Environmental Sustainability	301, 302, 303, 304, 407
Reduced Project Delivery Delays	401, 403, 404, 405, 503, 507

Pursuant to federal requirements, a "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" will be included in any solicitations for all Federal and federally-assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the contractor/bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation, for New Hampshire the target is 6.9%. UVLSRPC is an equal opportunity and affirmative action employer that does not discriminate in employment and ensures equal employment opportunity for all persons regardless of their race, color, religion, sex, national origin, or status as a qualified individual with a disability or Vietnam era or other protected veteran.

UVLSRPC Organizational Chart



Category 100 – Administration and Training

GOAL: To provide management and support services including bookkeeping and contract development that are necessary for the transportation planning program. Staff training is also included in this category, and is essential to providing the highest quality professional planning services to member communities.

Task 101 *Invoices and Accounting*

Objective: To complete all requirements related to the development and submittal of reimbursement requests, and to provide all required accounting reports and services necessary to administer the Unified Planning Work Program.

Proposed Activities:

- Complete bookkeeping, billing, monthly progress reporting, and contract development related to the Unified Planning Work Program;
- Complete annual financial audits;
- Develop indirect cost rate proposal for FY 2016-2017;
- Participate in periodic NHDOT, FHWA, or FTA reviews of indirect cost rates

Deliverables:

- Bi-weekly time sheets for UPWP staff;
- Monthly progress reports;
- Monthly invoices;
- Annual auditor's report, including review of indirect costs;
- Indirect cost rate proposal for FY 2016-2017.

Task 102 *Program Administration*

Objective: To complete activities related to the general administration of the Unified Planning Work Program to ensure compliance with federal and state regulations and to produce quality work products.

Proposed Activities:

- Participate in staff meetings and coordinate the management of staff dedicated to the Unified Planning Work Program;
- Prepare for and participate in Unified Planning Work Program reviews with NHDOT, FHWA, and/or FTA including the mid-term UPWP Status Conference;
- Develop a Unified Planning Work Program for FY 2018-2019, and administer updates for the FY 2016-2017 work program as-needed.

Deliverables:

- Annual progress report and year-end financial report (OMB Form 269-A);
- FY 2016-2017 Mid-term Status Conference;
- FY 2016-2017 UPWP adjustment requests;
- FY 2018-2019 Unified Planning Work Program;
- Legal reviews of proposals and contracts (e.g. FTA Certifications and Assurances).

Task 103 Training

Objective: To provide training opportunities for staff to increase their knowledge base and improve their ability to provide communities with the highest quality professional transportation planning services.

All proposed training activities will meet the requirements of the following federal guidance documents:

- Guidance on the Use of FHWA Planning and Research Funds for Travel and Training (01/29/2004): <http://www.fhwa.dot.gov/hep/guidance/sprt.cfm>
- Guidance on the Use of FHWA Planning and Research Funds for Conferences and Other Meetings (12/8/2006): <http://www.fhwa.dot.gov/hep/guidance/confmtg.cfm>

Proposed Activities (to the extent funding allows):

- Participate in training on enhancing rural public transportation and implementing public transit-human service coordination initiatives, including but not limited to:
 - National Association of Development Organizations (NADO) Annual Rural Transportation Peer Learning Conference;
 - Tri-State (NH, VT, ME) Annual Transit Conference.
- Participate in training related to the implementation of NHDOT/FHWA programs at the local and regional level, including but not limited to:
 - Local Public Agency (LPA) Project Administration Training;
- Participate in safety-related training to assist communities in identifying and implementing safety countermeasures to reduce fatal and serious injury crashes along local and arterial roadways, including but not limited to:
 - NHDOT/FHWA Highway Safety Manual (HSM) Implementation Training;
 - NHDOT/FHWA Highway Safety Improvement Program (HSIP) Implementation Training;
 - NHDOT/FHWA Training on the use of *Safety Analyst* software;
 - NHDOT/FHWA Strategic Highway Safety Plan (SHSP) Development and Implementation Training.
- Participate in training on the Context Sensitive Solutions process to improve staff skills related to facilitation, conflict mediation, and consensus building, including but not limited to:
 - NHDOT Context Sensitive Solutions Implementation Workshops.
- Participate in training on the integration of transportation planning practice with other planning disciplines, including but not limited to:
 - Northern New England Chapter of the American Planning Association (NNECAPA) Annual Conference;

- American Planning Association (APA) Annual Conference.

Copies of training conference agendas will be submitted to the NHDOT Bureau of Planning and Community Assistance to demonstrate the UPWP task supported by that training opportunity.

Deliverables:

- Training session agendas, summaries, and other supporting documents.

Task 104 *Indirect Cost Rate Adjustment*

Objective: To reserve a portion of the Unified Planning Work Program funding for the potential financial impacts associated with annual indirect cost rate adjustments. As the indirect cost rate adjustment is calculated, any unused portion of the set aside may be allocated to other tasks with the approval of NHDOT.

Task 105 *Performance Measures*

Objective: To quantify success by identifying and tracking performance measures associated with the delivery and implementation of UVLSRPC planning services and initiatives, including compliance with applicable State and Federal regulations.

Proposed Activities:

- Complete annual updates of the UVLSRPC Regional Transportation Scorecard (as presented in the UVLSRPC Regional Transportation Plan) of 29 performance measures related to the region's transportation system, and report to NHDOT and FHWA on the region's progress towards meeting performance targets.
- Participate in meetings of the NH Performance Based Planning Working Group facilitated by the Strafford MPO, and assist in the development and review of a statewide summary report with performance based planning recommendations.

Deliverables:

- Documentation and reporting of performance tracking.
- Updated UVLSRPC Regional Transportation Scorecard.
- Meeting minutes and reports of the NH Performance Based Planning Working Group.

Category 200 – Policy and Planning

GOAL: To ensure that transportation plans and policies are reviewed and updated to reflect regional goals and address evolving local concerns. This category includes assisting communities with connecting transportation and land use policies in local planning efforts in support of federal and statewide livability, climate change, and sustainability initiatives.

Task 201 *Ten-Year Plan/GACIT*

Objective: To assist the UVLSRPC Transportation Advisory Committee (TAC) in identifying projects of local and regional importance for the Ten-Year Transportation Improvement Plan. This task includes updating and submitting project priorities, conducting public outreach for the Ten-Year Transportation Improvement Plan per the processes established in RSA 228:99 and RSA 240, and continuing the implementation of the NHDOT TYP LEAN statewide process improvements.

Proposed Activities:

- Organize and facilitate the regional Ten-Year Plan project solicitation process.
- Participate in project scoping and development meetings within the region.
- Facilitate local and regional input in the Ten-Year Plan.
- Coordinate the regional Ten-Year Plan update schedule with NHDOT staff.
- Participate on policy-level committees related to the Ten-Year Plan.
- Participate in the Ten-Year Plan hearings sponsored by the Governor's Advisory Council on Intermodal Transportation (GACIT).

Deliverables:

- Fiscally-constrained program of regional project priorities and associated recommendations for the Ten-Year Transportation Improvement Plan.

Task 202 *VACANT*

Task 202 is intentionally vacant.

Task 203 *Transportation Planners Collaborative (TPC)*

Objective: To participate in quarterly meetings of the New Hampshire Transportation Planners Collaborative.

Proposed Activities:

- Participate in the quarterly meetings (no less than four per year) of the New Hampshire Transportation Planning Collaborative.

Deliverables:

- New Hampshire Transportation Planning Collaborative meeting agendas, summaries and other supporting documents.

Task 204 *Interagency Consultation*

Objective: To participate in monthly Interagency Consultation meetings or conference calls.

Proposed Activities:

- Participate in in monthly (12 per year unless otherwise scheduled by NHDOT) Interagency Consultation meetings or conference calls.

Deliverables:

- Interagency Consultation meeting agendas, summaries and other supporting documents.

Task 205 *Regional/Statewide Transportation Improvement Program*

Objective: To assist the Transportation Advisory Committee (TAC) in developing a revised Regional Transportation Improvement Program (RTIP) informed by the regional Ten-Year Plan project solicitation and prioritization process. This task includes regional efforts to support the development of the Statewide Transportation Improvement Program (STIP).

Proposed Activities:

- Develop updated Regional Transportation Improvement Program.
- Continue to participate in the implementation of a statewide STIP fiscal constraint methodology as identified during the NHDOT TYP LEAN statewide process improvements.
- Review and provide relevant regional input on proposed STIP Administrative Modifications and Amendments.
- Conduct public outreach related to the development of the Regional Transportation Improvement Program and Statewide Transportation Improvement Program.
- Participate on policy-level committees related to the Statewide Transportation Improvement Program.

Deliverables:

- A revised Regional Transportation Improvement Program for FY 2016-2017.
- Regional recommendations for the Statewide Transportation Improvement Program (STIP).

Task 206 *VACANT*

Task 206 is intentionally vacant.

Task 207 *Intelligent Transportation Systems (ITS)*

Objective: To assist with the implementation of the New Hampshire Statewide Intelligent Transportation Systems (ITS) Architecture in the Upper Valley Lake Sunapee Region.

Proposed Activities:

- Coordinate with the NHDOT Bureau of Traffic and NHDOT District II to implement ITS improvements on Interstate 89, NH Route 120, and other key regional arterial roads as needed.

Deliverables:

- Meeting agendas, summaries, and other supporting documents.

Task 208 *Regional Transportation Plan*

Objective: To develop and maintain an up-to-date vision and policy document for the construction, maintenance, and management of the region's transportation system.

Proposed Activities:

- Coordinate with NHDOT to integrate a corridor-based approach to the UVLSRPC Regional Transportation Plan. (Note: The UVLSRPC Regional Transportation Plan will be considered for adoption by the Commission on April 8, 2015 and is available online at regionalplan.uvlsrpc.org.)
- Conduct public outreach on the improvement needs and implementation strategies detailed in the UVLSRPC Regional Transportation Plan.

Deliverables:

- Amendments, as necessary, to the UVLSRPC Regional Transportation Plan to integrate a corridor-based planning approach.
- Meeting agendas and minutes from public outreach meetings related to the UVLSRPC Regional Transportation Plan.

Task 209 *VACANT*

Task 209 is intentionally vacant.

Task 210 *VACANT*

Task 210 is intentionally vacant.

Task 211 *Bicycle and Pedestrian Transportation Planning*

Objective: To support key initiatives of the NHDOT Bicycle/Pedestrian Transportation Advisory Committee (BPTAC) to improve local and statewide bicycle and pedestrian transportation planning capacity.

Proposed Activities:

- Assist in the identification of statewide bicycle/pedestrian counting locations and conduct two bicycle/pedestrian counts per year in the UVLSRPC region using equipment that is shared statewide.
- Participate in development and review of the NHDOT BPTAC Bicycle Pedestrian/Planning Guide and Statewide Bicycle/Pedestrian Plan.
- Assist the NHDOT BPTAC in updating the UVLSRPC region's Bicycle/Pedestrian Transportation Map.

Deliverables:

- Bicycle/pedestrian traffic data at two locations in the UVLSRPC region per year.
- NHDOT Bicycle/Pedestrian Planning Guide committee meeting minutes and agendas (and finished product from statewide effort).
- NHDOT Bicycle/Pedestrian Transportation map committee meeting minutes and agendas (and finished product from statewide effort).

Category 300 – Public Involvement & Coordination

GOAL: To provide meaningful public involvement in all phases of the development of transportation plans, policies, project, and priorities. This category includes informing the public about topical transportation planning policy developments, including MAP-21 (and its subsequent reauthorization), and ensuring the coordination of municipal, regional, and statewide land use and transportation planning processes. The Upper Valley Lake Sunapee Regional Planning Commission recognizes the importance of public involvement in the transportation planning process and will make every effort to target outreach efforts toward low income and minority populations, including persons/groups with Limited English Proficiency (LEP).

Task 301 *UVLSRPC Transportation Advisory Committee*

Objective: To provide the necessary organizational, clerical and technical support for the Upper Valley Lake Sunapee Transportation Advisory Committee (TAC) and to encourage increased public participation in both municipal and regional forums on transportation policy decisions.

Proposed Activities:

- Facilitation of bi-monthly Transportation Advisory Committee (TAC) meetings (six per year).
- Development of TAC meeting agendas, summaries, and other supporting documents.
- Educate the TAC on key transportation planning concepts, including proactive infrastructure maintenance, Context Sensitive Solutions, Access Management, Transportation Demand Management, alternative modes of transportation, corridor planning, and the relationship between land development and travel demand.

Deliverables:

- Facilitation of bi-monthly TAC meetings.
- TAC meeting agendas, summaries and other supporting documents.

Task 302 *Planning Commission/Committee Meetings*

Objective: To provide transportation planning assistance to the Upper Valley Lake Sunapee Regional Planning Commission and sub-committees thereof.

Proposed Activities:

- Participation in transportation-related meetings of the Upper Valley Lake Sunapee Regional Planning Commission and its sub-committees (six meetings per year for the full Commission and monthly meetings of the Executive/Finance Committee).
- Educate the Upper Valley Lake Sunapee Regional Planning Commission and its sub-committees about key transportation planning concepts, including proactive infrastructure maintenance, Context Sensitive Solutions, Access Management, Transportation Demand

Management, alternative modes of transportation, corridor planning, and the relationship between land development and travel demand.

Deliverables:

- Upper Valley Lake Sunapee Regional Planning Commission and sub-committee meeting agendas, summaries and other supporting documents.

Task 303 *Public Involvement Plan*

Objective: To develop and maintain a Public Involvement Plan for the UVLSRPC Region.

Proposed Activities:

- Complete annual updates to the Public Involvement Plan for the UVLSRPC Region in coordination with local, state, and federal partners.

Deliverables:

- Revised UVLSRPC Public Involvement Plan.

Task 304 *Public Outreach*

Objective: To provide informative outreach to assist communities in transportation planning efforts. In the interest of providing all persons/groups with the opportunity to provide input in the transportation planning process, the Upper Valley Lake Sunapee Regional Planning Commission will target outreach efforts toward low income and minority populations, including persons/groups with Limited English Proficiency (LEP).

Proposed Activities:

- Develop and maintain transportation-related content for the UVLSRPC website.
- Create and distribute transportation-related content for UVLSRPC monthly e-bulletins to local and regional stakeholders (12 per year).
- Organize and facilitate public meetings to discuss current transportation planning topics, including the Regional Transportation Plan and various studies completed by the UVLSRPC.
- Educate municipalities of the importance of proactive transportation planning, including studies of major travel corridors in the region, including U.S. Route 4, NH Route 120, NH Route 11/103, and Interstate 89.
- Continue to explore ways to increase participation in the transportation planning process by those with special transportation needs, including low-income, elderly and disabled citizens, and minority populations.
- Support the development of new Park-and-Ride facilities in the Upper Valley Lake Sunapee Region.

Deliverables:

- Enhanced transportation-related content for the UVLSRPC website, including:

- Posting meeting agendas at least seven days in advance of transportation-related meetings.
- Posting meeting minutes for TAC and other public meetings.
- Posting topical transportation planning documents.
- Enhanced transportation-related content for UVLSRPC monthly e-bulletin newsletters.
- Public outreach on transportation planning issues of regional importance.
- Increased participation among citizens with special transportation needs.
- Copies of transportation-related training materials developed by UVLSRPC.

Task 305 VACANT

Task 305 is intentionally vacant.

Category 400 – Plan Support

GOAL: To support the development of municipal, regional, and statewide transportation plans and policies by collecting and maintaining a comprehensive set of traffic, transportation asset, demographic, and Geographic Information Systems (GIS) data for use in transportation planning efforts. A primary goal of the data collection effort is to enumerate the impacts of local land use policies and development on the regional transportation network. During the collection and use of traffic and related demographic data, the Upper Valley Lake Sunapee Regional Planning Commission will make every effort to avoid or minimize adverse impacts to low income and minority populations, and target outreach efforts toward minority and low income populations.

Task 401 *Traffic Data Collection*

Objective: To collect, analyze, and present traffic volume data for use in NHDOT project development, HPMS submittals to FHWA, statewide traffic volume database development, the development and calibration of a statewide travel demand model, and for other tasks within the Unified Planning Work Program.

Proposed Activities:

Traffic counts

- Collect traffic volume data at approximately 120 locations throughout the region annually to support statewide, regional, and local transportation planning needs.
- Factor the traffic data to average daily traffic (ADT) and average annual daily traffic volumes (AADT), as appropriate.
- Maintain the software and equipment necessary for the traffic data collection program.
- Collect up to five vehicle classification counts and/or speed traffic counts annually.

Turning Movement Counts

- Collect intersection turning movement data at up to five intersections throughout the region annually to support regional and state transportation planning needs.
- Factor the turning movement data to analyze intersection performance.

Deliverables:

- Completed traffic counts, factored to average daily traffic and average annual daily traffic volumes as appropriate.
- Intersection turning movement data and information.

Task 402 *Statewide RSMS Initiative*

Objective: To develop Road Surface Management System (RSMS) data to support the development of Statewide Asset Data Exchange System (SADES).

Proposed Activities:

- Collect and report data on local road surface condition to support the development of the Statewide Asset Data Exchange System and assist communities in the development of local Road Surface Management Systems. Data will be collected in at least one municipality annually.

Deliverables:

- Updated RSMS datasets for at least one municipality annually.

Task 403 Geographic Information Systems (GIS)

Objective: To develop and maintain transportation-related Geographic Information System (GIS) data layers, and apply that data in support of transportation planning initiatives in the region.

Proposed Activities:

- Develop and maintain transportation-related Geographic Information Systems (GIS) data layers.
- Assist municipalities, partner organizations, and transit agencies with transportation-related mapping requests.
- Provide assistance to municipalities with completing road inventory updates and annual Block Grant Aid map updates.

Deliverables:

- Enhanced municipal and regional transportation-related Geographic Information Systems (GIS) data layers.
- Completed road inventory reviews/updates with municipalities in the Upper Valley Lake Sunapee region.

Task 404 Demographics

Objective: To collect, process, report, and/or disseminate demographic information essential for transportation planning activities, including but not limited to, decennial census and employment information.

Proposed Activities:

- Compile, process, report, and/or disseminate transportation-related regional employment statistics.
- Compile, process, report, and/or disseminate transportation-related regional census statistics.
- Provide input to state and federal demographers about regional demographics and travel patterns, including but not limited to, journey to work data.

Deliverables:

- Improved regional demographic information to support the development of transportation plans and policies.

Task 405 *Equipment*

Objective: To purchase, maintain, and update equipment and software as necessary to complete the transportation planning tasks outlined in this Unified Planning Work Program. Equipment identified herein shall be used only for transportation planning purposes.

Proposed Equipment:

- Replacement of two automatic traffic data recorders annually.
- Purchase of an automatic bicycle/pedestrian traffic data recorder designed for use on multi-use paths and trails.
- Repairs and equipment for automatic traffic data recorders, including but not limited to, new batteries, air switches, and factory repairs.
- Materials associated with traffic data collection fieldwork, including but not limited to, personal protective equipment, tubing, mastic tape, clamps, and fasteners.
- Procurement of and/or updates to transportation-related computer software, including but not limited to, JAMAR TraxPro, JAMAR PetraPro, and McTrans Highway Capacity Software (HCS+), and Trimble Pathfinder Office.

Task 406 *VACANT*

Task 406 is intentionally vacant.

Task 407 *Climate Change Related Data Collection*

Objective: To collect, process, and report data on transportation-related infrastructure in the UVLSRPC region to support the development of climate change impact analyses.

Proposed Activities:

- Collect and report asset data on bridges, culverts, and/or other characteristics of the UVLSRPC region's transportation infrastructure to support the development of climate change vulnerability assessments. Data will be collected in at least one municipality annually.

Deliverables:

- Updated datasets for at least one municipality annually.

Category 500 – Technical Assistance and Support

GOAL: To provide technical assistance and coordinate activities with municipalities, state agencies, subcommittees, other Regional Planning Agencies, local partner organizations, and transit agencies toward transportation planning goals and objectives.

Task 501 *Local/Regional Assistance and Coordination*

Objective: To further our goals and objectives toward a better regional transportation network through local collaboration, and providing small-scale and periodic technical assistance to municipalities and local partner organizations on transportation-related topics and project implementation.

Proposed Activities:

- Provide transportation-related technical assistance to municipalities and partner organizations.
- Facilitate local and regional meetings related to topical transportation plans, policies, or projects.
- Assist municipalities and local partner organizations in implementing transportation plans and projects.
- Provide assistance to municipalities in the identification, scoping, prioritization, and implementation of bicycle and pedestrian infrastructure improvement projects.
- Provide data and information, on request, to member municipalities, partner organizations, and to others at a reasonable cost.
- Continue to coordinate with the Upper Valley Transportation Management Association.
- Continue to work with the Upper Valley Trails Alliance to promote the development of recreational trail systems.

Deliverables:

- Participation in monthly Upper Valley Transportation Management Association meetings (12 per year), Route 120 Corridor Committee bi-monthly meetings (six per year), and meetings organized at the request of municipalities related to specific local transportation issues (not less than 20 per year).
- Service logs for transportation-related local technical assistance requests.
- Distribution of data and information to member municipalities and partner organizations, including but not necessarily limited to maps, traffic data and road standards.

Task 502 *Statewide Assistance and Coordination*

Objective: To further our goals and objectives toward a better regional transportation network by participating in statewide initiatives and providing technical assistance for projects, plans, and committees that affect the State of New Hampshire.

Proposed Activities:

General Statewide Assistance

- Assist the NHDOT Bureau of Traffic in scoping large-scale developments to fully enumerate potential traffic impacts, and ensure recognition of the transportation/land-use dynamic.

- Assist the NHDOT Bureau of Environment in performing reviews of local projects to enumerate potential impacts on environmental, social, and cultural resources.
- Participate in NHDOT Public Officials and/or Public Informational project development meetings throughout the region, as appropriate to implement the Ten-Year Transportation Improvement Plan.
- Coordinate with the Executive Directors of New Hampshire Regional Planning Commissions to collaborate with the NHDOT on transportation planning efforts of statewide importance, including the Long Range Transportation Plan and the Ten-Year Transportation Improvement Plan.
- Participate on the New Hampshire Transit Association (six meetings per year).

Congestion Mitigation and Air Quality (CMAQ) Program

- Continue to serve on the Congestion Mitigation and Air Quality Program Statewide Advisory Committee (meeting schedule determined by NHDOT).

Highway Safety Improvement Program (HSIP)

- Continue to serve on the NHDOT Highway Safety Improvement Program Committee (12 meetings per year).

Strategic Highway Safety Plan (SHSP)

- Continue to serve on the NH Driving Toward Zero Deaths Coalition and its associated critical emphasis area committees (4 meetings per year).

State Coordinating Council for Community Transportation (SCC)

- Participate in the meetings of the State Coordinating Council for Community Transportation as necessary to implement transportation coordination initiatives in Sullivan and Grafton County (12 meetings per year).

State Freight Planning

- Participate in the development of the NH State Freight Plan, and participate on the Steering Committee for the plan if requested by the NHDOT.

Deliverables:

- Participation in various NHDOT meetings to discuss transportation issues of statewide importance.
- Meeting agendas, summaries, and other supporting documents for statewide meetings related to transportation planning.
- Improved enumeration of traffic impacts associated with the site planning of large-scale developments.

Task 503 Local Public Agency Program Support

Objective: To assist communities in the Upper Valley Lake Sunapee region in applying for or administering transportation-related Local Public Agency projects.

Proposed Activities:

General Local Public Agency Program Support

- Provide municipalities with information and assistance in identifying needs, conducting public outreach efforts, and developing program-specific grant applications.

Safe Routes to School Program (SRTS)

- Assist communities in identifying local school-related transportation needs, executing public outreach efforts, and implementing SRTS projects.

State Aid Bridge Program (SAB)

- Assist communities in identifying potential State Aid Bridge projects and developing State Aid Bridge project applications.

State Aid Highway Program (SAH)

- Assist communities in identifying potential State Aid Highway projects and developing State Aid Highway project applications.

Transportation Alternatives (TA) Program

- Assist communities in identifying potential Transportation Alternatives projects and developing TA project applications.

Highway Safety Improvement Program (HSIP)

- Assist communities in identifying potential HSIP projects and developing HSIP project applications.

Deliverables:

- Meeting agendas, summaries, and other supporting documents for LPA meetings related to transportation program implementation.
- Enhanced local participation in Safe Routes to School, State Aid Bridge, State Aid Highway, Transportation Alternatives, Highway Safety Improvement, and other programs.

Task 504 *Special Projects*

Objective: The relative unknowns involved in projecting programmatic policy and plan development tasks for a 24-month period leads to the need for a Special Projects budget to be used for unanticipated plan development and technical assistance needs. Special Projects funding may be used to assist municipalities, local partner organizations, or transit agencies with efforts involving sustained work and/or substantial staff time. When such activities arise, UVLSRPC will seek approval from NHDOT to utilize funds under this task before work begins. NHDOT must provide written approval to expend Special Projects funds before the funds may be expended. All projects, regardless of scale, for which contracts are developed for cost-sharing purposes shall fall into under this task.

Potential Special Projects:

- Assist member municipalities in the preparation of transportation chapters for updated master plans.
- Facilitating a Context Sensitive Solutions (CSS) process for a project within a member community.
- Facilitating special transportation-related project development meetings or workshops at the request of NHDOT or a member community.
- Organizing or facilitating a Road Safety Audit (RSA) at the request of the NHDOT, municipality, or partner agency.
- Conducting traffic counts, at the request of member communities, beyond the scope of NHDOT's normal counting program. These counts may support NHDOT's programmatic needs (e.g. to complete a HSIP program benefit-cost analysis).
- Conducting a small-scale transportation study at the request of a member community.
- Contributing to the local and regional cost sharing to support the Transportation Demand Management activities of the Upper Valley Rideshare Program.

Task 505 *Regional Coordinating Councils*

Objective: To provide the necessary organizational, clerical and technical support for the Grafton-Coos County Regional Coordinating Council (GCRCC), Sullivan County Regional Coordinating Council (SCRCC), and Statewide Coordinating Council for Community Transportation (SCC).

Proposed Activities:

- Facilitation of bi-monthly Grafton-Coos County Regional Coordinating Council meetings (6 meetings per year).
- Facilitation of bi-monthly Sullivan County Regional Coordinating Council meetings (6 meetings per year).
- Facilitation of monthly Statewide Coordinating Council meetings (12 meetings per year).
- Development of GCRCC, SCRCC, and SCC meeting agendas, summaries, and other supporting documents.
- Provision of technical assistance to the GCRCC, SCRCC, and SCC.

Deliverables:

- Facilitation of bi-monthly Grafton-Coos Regional Coordinating Council meetings.
- Facilitation of bi-monthly Sullivan County Regional Coordinating Council meetings.
- GCRCC and SCRCC meeting agendas, summaries and other supporting documents.

Task 506 *Transit Assistance*

Objective: To further our goals and objectives toward a better regional transportation network through collaboration, and providing small-scale and periodic technical assistance to local transit agencies.

Proposed Activities:

- Provide transit planning technical assistance to local public transportation agencies.
- Provide transit agencies with information and assistance in identifying needs, conducting public outreach efforts, and developing program-specific grant applications.
- Assist local transit agencies in implementing transit plans and projects.
- Convene a summit of local transit providers, local/regional advocacy groups, and large employers to develop a strategic plan for maintaining and coordinating carpooling and vanpooling initiatives in the Upper Valley Lake Sunapee Region.
- Participate in NHDOT/FTA program-specific training sessions.
- Participate on the Advance Transit Board of Directors (six meetings per year).
- Participate on the Advance Transit Planning and Operations Committee (four meetings per year).
- Participate on the Community Alliance Transportation Services (CATS) Planning Committee (four meetings per year).

Deliverables:

- Meeting agendas, summaries and other supporting documents from transit agency meetings.
- Development and distribution of transit-related data, including but not limited to, route maps, ridership figures, and cost/benefit analyses.

Task 507 *Development Proposal Reviews*

Objective: To assist communities in recognizing the link between site development and traffic impacts, the UVLSRPC will review development proposals for likely impacts on municipal and state infrastructure, as requested by municipalities.

Proposed Activities:

- To provide professional planning services to municipalities in reviewing development proposals for potential impacts on municipally and/or state-maintained infrastructure.
- To identify areas of concern related to development proposals, and their impacts on the regional transportation network.
- To recommend measures to mitigate potential development impacts on the regional transportation network.

Deliverables:

- Transportation-related recommendations on development proposals to local planning boards.

Category 600 – Other Projects

GOAL: To incorporate, by reference, other federally-funded transportation planning efforts that support the mission and goals of the Upper Valley Lake Sunapee Regional Planning Commission Unified Planning Work Program.

Task 601 Upper Valley Transit Signal Priority Feasibility Study

Program: Federal Transit Administration (FTA) Section 5305(e)

Objective: To evaluate the feasibility of establishing a transit signal priority system for signalized intersections in the City of Lebanon and Town of Hanover.

Scope of Work: On file with the NHDOT Bureau of Rail and Transit and NHDOT Bureau of Planning and Community Assistance

Task 602 Interstate 89 Commuter Transit Feasibility Study

Program: Federal Transit Administration (FTA) Section 5305(e)

Objective: To evaluate the feasibility of establishing a commuter transit service along the Interstate 89 corridor from the Town of New London to the Lebanon/Hanover employment center.

Scope of Work: On file with the NHDOT Bureau of Rail and Transit and NHDOT Bureau of Planning and Community Assistance

UPWP Cost Summary

Summary Budget

UPWP Category	FY 2016	FY 2017	Category Total	Federal Share	Cash Match	Toll Credit Match
Category 100 Subtotal	\$27,450	\$27,862	\$55,312	\$44,249	\$5,531	\$5,531
Category 200 Subtotal	\$30,180	\$30,633	\$60,813	\$48,650	\$6,081	\$6,081
Category 300 Subtotal	\$20,900	\$21,214	\$42,114	\$33,691	\$4,211	\$4,211
Category 400 Subtotal	\$68,000	\$69,020	\$137,020	\$109,616	\$13,702	\$13,702
Category 500 Subtotal	\$104,110	\$105,672	\$209,782	\$167,825	\$20,978	\$20,978
Category 600 Subtotal	\$73,215	\$73,215	\$146,430	\$117,144	\$29,286	\$0
Total UPWP	\$323,855	\$327,615	\$651,470	\$521,176	\$79,790	\$50,504

The preparation of this proposal has been financed 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 Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this proposal do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

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, 2017.

ARTICLE II

ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY

The work required under the terms of this AGREEMENT shall be paid for in accordance with the following schedule and stipulations:

A. **GENERAL FEE**

The cost of all work and expenses under this AGREEMENT shall not exceed \$651,470.00 in State Fiscal Years 2016 and 2017. 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 \$651,470.00 fee, approximately 88% (\$571,680.00) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 12% (\$79,790.00) from the Upper Valley-Lake Sunapee Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$571,680.00 total amount).

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

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

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

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

All charges attributed to personnel costs namely employee benefits, payroll taxes and proportionate share of indirect costs shall be used in billing for all work done under this AGREEMENT.

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

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

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

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

C. DIRECT EXPENSES

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

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 - 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 10 Water Street, Lebanon, 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

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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.

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E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

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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.

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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

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amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and

2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The COMMISSION shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

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5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

ARTICLE IV

the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the COMMISSION for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the COMMISSION of the COMMISSION'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The COMMISSION shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the FHWA to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a COMMISSION is in the exclusive possession of another who fails or refuses to furnish this information, the COMMISSION shall so certify to the DEPARTMENT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the COMMISSION's noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the COMMISSION under the AGREEMENT until the COMMISSION complies; and/or

(b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

ARTICLE IV

- (6) The COMMISSION shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event a COMMISSION becomes involved in, or is threatened with litigation with a subconsultant or supplier as a result of such direction, the COMMISSION may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and in addition, the COMMISSION may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and, Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any sub-agreements hereunder.
- (8) Incorporation of Provisions: The COMMISSION shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

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

ARTICLE IV

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any sub-agreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 applies to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its COMMISSIONS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its COMMISSIONS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its COMMISSIONS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The COMMISSION is hereby advised that failure of the COMMISSION, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

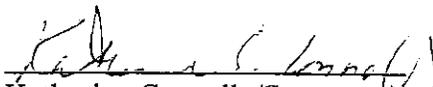


CERTIFICATE OF VOTE

I, Katherine Connolly, (Secretary/Assistant Treasurer, position) of the Upper Valley Lake Sunapee Regional Planning Commission, do hereby certify that at a meeting held on June 18, 2014:

1. I am the duly elected and acting Secretary/Assistant Treasurer of the Upper Valley Lake Sunapee Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA36:45-53);
2. The Upper Valley Lake Sunapee Regional Planning Commission authorized the Executive Director, Nathan Miller, 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:

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Assistant Treasurer of the Upper Valley Lake Sunapee Regional Planning Commission on this 25th day of March, 2015.


Katherine Connolly/Secretary/Assistant Treasurer

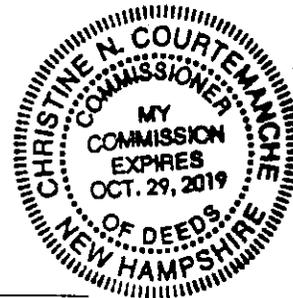
STATE OF NEW HAMPSHIRE
County of Grafton

On this 25th day of March, 2015, before me Christine Courtemanche, the undersigned officer, personally appeared, Katherine Connolly, who acknowledged herself to be the Secretary/Assistant Treasurer of the Upper Valley Lake Sunapee Regional Planning Commission, and that she, as such Secretary/Assistant Treasurer, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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


Christine N. Courtemanche
Notary Public, Justice of the Peace
(Official Seal)

October 29, 2019
My Commission Expires



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

The Upper Valley Lake Sunapee Regional Planning Commission, hereby certifies that it has not developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has 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.

Upper Valley Lake Sunapee Regional Planning Commission

By: Nathan Miller
Nathan Miller, Executive Director

Date: March 25, 2015

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 Upper Valley Lake Sunapee Regional Planning Commission, and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

March 25, 2015
(Date)

Nick AM
(Signature)

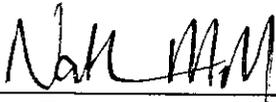
IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

Consultant

CONSULTANT

Dated: March 25, 2015

By: 
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

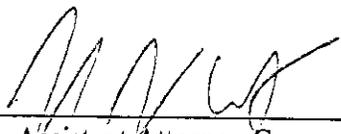
Dated: 5/27/15

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: 5/28/15

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

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 Nathan Miller Date: 3/25/15

Name/Title Nathan Miller, Executive Director

Attachments: Appendix A

APPENDIX A

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

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

Federal Regulations Compliance Assurance

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

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

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

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

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

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

Signature Nathan Miller Date: 3/25/15

Name/Title Nathan Miller / Executive Director



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Upper Valley Lake Sunapee Regional Planning Commission 10 Water Street, Ste 225 Lebanon, NH 03766		Member Number: 570	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2014	7/1/2015	Combined Single Limit (Each Accident)	\$5,000,000	
			Aggregate	\$5,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2014	7/1/2015	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of New Hampshire Department of Transportation PO Box 483 Concord, NH 03302			By: <i>Tammy Denver</i>
			Date: 3/19/2015 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax