



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



51
Blomb

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Planning and Community Assistance
May 4, 2017

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Southwest Region Planning Commission (Vendor #155492), Keene, NH, in the amount of \$644,609.64 to undertake certain transportation related planning activities from July 1, 2017, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2019. 100% Federal Funds.

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

Table with 4 columns: Description, FY 2018, FY 2019, TOTAL. Row 1: 04-096-096-962515-2944 SPR Planning Funds. Row 2: 072-500575 Grants to Non-Profits-Federal. Values: \$322,304.82, \$322,304.82, \$644,609.64.

EXPLANATION

The Southwest Region Planning Commission is the primary planning agency in the southwestern part of state covering thirty-six 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 Southwest Region Planning Commission has developed procedures for addressing transportation planning issues.

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

This contract comprises the biennium Unified Planning Work Plan (UPWP) for State Fiscal Years 2018 and 2019. As part of this program, Southwest Region Planning Commission will provide transportation planning and programming to support state, regional, and local needs. The Southwest Region Planning Commission will focus on eight planning factors as follows:

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

- 4) Increase the accessibility and mobility of people and freight
- 5) Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
- 6) Enhance the integration and connectivity of the transportation system, across and between modes, people and freight
- 7) Promote efficient system management and operation
- 8) Emphasize the preservation of the existing transportation system
- 9) Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
- 10) Enhance travel and tourism.

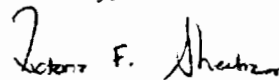
These planning factors are identified in the Moving Ahead for Progress in the 21st Century (MAP-21) transportation bill. Additionally, Southwest Region Planning Commission will address the New Hampshire Federal Highway Administration and Federal Transit Administration Planning Emphasis Areas (PEAs),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

The Southwest Region Planning Commission can accomplish this work for a total fee not to exceed \$716,232.93. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion \$644,609.64 is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional \$71,623.29 in local funds (collected by Southwest Region Planning Commission to be applied towards total cost).

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

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

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

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

**PREAMBLE**

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

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

**ATTACHMENTS**

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

ARTICLE I

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

BUREAU OF PLANNING & COMMUNITY ASSISTANCE CONTRACT  
FOR PLANNING SERVICES

PREAMBLE

THIS AGREEMENT made by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and the Southwest Region Planning Commission, with principal place of business at 37 Ashuelot Street in the City of Keene, 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 Southwest Region Planning Commission.

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

**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 Southwest Region Planning Commission.

B. SCOPE OF WORK

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

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

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

D. WORK SCHEDULE AND PROGRESS REPORTS

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

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

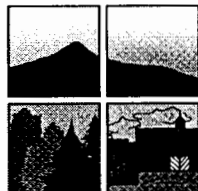
## Southwest Region Planning Commission



### Unified Planning Work Program FY 2018 and 2019

Prepared for the New Hampshire Department of Transportation

April 27, 2017



**SWRPC**  
37 Ashuelot Street  
Keene, New Hampshire 03431  
(603) 357-0557  
fax: (603) 357-7440  
<http://www.swrpc.org/>  
email: [admin@swrpc.org](mailto:admin@swrpc.org)

## Introduction

The Southwest Region Planning Commission (SWRPC) undertakes a two year transportation planning work program as a basic element of a comprehensive work program to fulfill its mission:

*To work in partnership with the communities of the Southwest Region to promote sound decision-making for the conservation and effective management of natural, cultural and economic resources.*

Established under NH RSA 36:45-53, regional planning commissions are associations of municipalities wherein shared resources are applied under statutory guidance to promote the coordinated development of the Region and assist member municipalities in matters of planning, development, and governance.

The overall goals of SWRPC through the Unified Planning Work Program (UPWP) include:

- To plan for the safe and efficient movement of people and goods within and throughout the Southwest Region of New Hampshire;
- To balance our needs for mobility of people and goods with our economy, environment and overall quality of life;
- To promote integrated planning through fostering better understanding of the connections between transportation, land use, environment, economic development, energy, livability, climate change and sustainability;
- To ensure public involvement, transparency and information accessibility in the transportation planning process;
- To maintain a state-of-the-art transportation planning program through the collection, interpretation and distribution of pertinent data;
- To provide transportation planning assistance to our municipalities;
- To perform regional transportation analyses and studies;
- To establish and maintain partnerships and active working relations with stakeholder entities, civic groups, business leaders, institutions, and the general public relative to transportation issues;
- To continue a partnership and assist the NH Department of Transportation (DOT) in achieving the State's goals and vision for the future.

The Work Program is further guided by the national performance goals for Federal highway programs as established by the Fixing America's Surface Transportation Act (FAST):

1. **Safety** - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.



2. **Infrastructure Condition** - To maintain the highway infrastructure asset system in a state of good repair.
3. **Congestion Reduction** - To achieve a significant reduction in congestion on the National Highway System.
4. **System Reliability** - To improve the efficiency of the surface transportation system
5. **Freight Movement and Economic Vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
6. **Environmental Sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment.
7. **Reduced Project Delivery Delays** - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.

The UPWP also addresses New Hampshire Planning Emphasis Areas (PEAs) outlined by the FHWA New Hampshire Division Office and FTA Region 1 Office. These emphasis areas, which stem from the FAST Act include:

1. Increased work on FAST Act performance measures;
2. Improving on models of regional planning cooperation;
3. Ensuring ladders of opportunity/access to essential services;
4. Ensuring suballocation and project selection requirements are implemented;
5. Increased freight planning;
6. Fiscal constraint and financial planning;
7. Supporting state efforts to update statewide travel demand model;
8. Data collection for HPMS;
9. Planning and environment linkages;
10. Climate change;
11. Livability and sustainability;
12. Project monitoring; and
13. Program monitoring and reporting.

Tasks that specifically target FAST Act planning performance goals and PEAs are included in the descriptions of task objectives in italics.

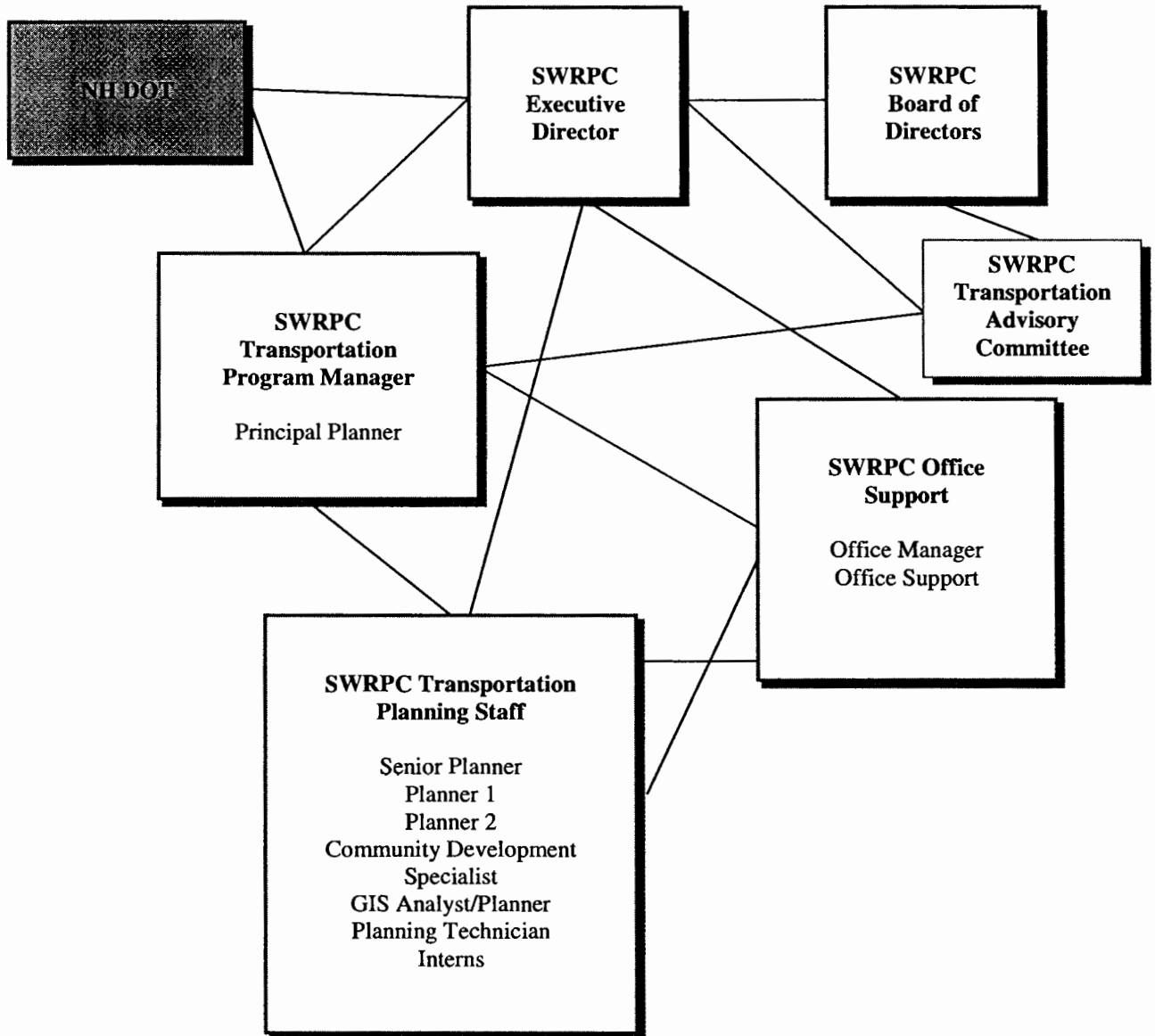
## **Proposal**

This UPWP is the basis for an agreement for planning services between SWRPC and New Hampshire Department of Transportation (NHDOT). Under that agreement, the NHDOT provides funding support for a range of tasks and activities to which SWRPC provides match support from annual municipal membership dues.

This proposal recommends NHDOT interfacing with general UPWP matters with the Transportation Program Manager, except for transportation policy matters and contract administration matters which should be communicated through the Executive Director. An organizational chart below describes SWRPC's organizational structure as it relates to the UPWP. The Board of Directors oversees and coordinates work activities with the Executive Director. The Executive Director oversees all staff working on the UPWP and participates or manages some transportation tasks as needed. The Transportation Program Manager manages the transportation planning staff and manages transportation projects directly as needed. The Executive Director,

Transportation Program Manager and Transportation Planning staff members all implement the tasks in the UPWP. Office support staff members assist the Executive Director in reporting and fiscal operations matters as well as provide support for public noticing and documenting public meetings and other UPWP activities.

**SWRPC Organizational Chart**



Though subject to change, there are currently eleven positions that will work on UPWP tasks. Billing rates, which include SWRPC's existing 84.31% indirect rate, are presented below.

<b>Position</b>	<b>Rate</b>		<b>Position</b>	<b>Rate</b>
Executive Director	\$95.69		Community Development Specialist	\$40.64
Principal Planner	\$66.17		GIS Technician/Planner	\$40.64
Senior Planner	\$58.13		Planning Technician	\$34.02
Office Manager	\$54.35		Office Support	\$22.12
Planner 1	\$46.32		Intern	\$18.43
Planner 2	\$36.83			

This document provides a description of activities and associated cost estimates. This information is provided for use as a basis for the UPWP agreement covering the period July 1, 2017 through June 30, 2019. The cost estimates contained in this proposal are inclusive of staff costs (including direct salaries and indirect staff costs), other direct (travel, supplies, equipment) and match.

The UPWP is organized under six categories with multiple tasks identified under each category. The cost for each task series is included below, along with information about federal match and local match amounts.

	<b>FY 2018</b>	<b>FY 2019</b>	<b>Total</b>
100.0 Administration & Training	\$57,987.50	\$61,512.50	\$119,500.00
200.0 Policy & Planning	\$65,205.40	\$69,238.72	\$134,444.12
300.0 Public Involvement & Coordination	\$53,228.75	\$56,521.25	\$109,750.00
400.0 Plan Support	\$77,768.99	\$77,494.92	\$155,263.91
500.0 Technical Assistance and Support	\$95,678.33	\$101,596.57	\$197,274.90
<b>Total SWRPC Scope of Work</b>	<b>\$349,868.96</b>	<b>\$366,363.97</b>	<b>\$716,232.93</b>
<b>Federal Match (80%)*</b>	<b>\$279,895.17</b>	<b>\$293,091.17</b>	<b>\$572,986.34</b>
<b>Local Match (10%)</b>	<b>\$34,986.90</b>	<b>\$36,636.40</b>	<b>\$71,623.29</b>
<b>Toll Credit Match (10%)*</b>	<b>\$34,986.90</b>	<b>\$36,636.40</b>	<b>\$71,623.29</b>

**\*Total Federal Reimbursable = 90%**

A more detailed budget showing anticipated subtask budgets and direct expenses required for this work program is provided on the page 6. Direct expenses are shown in italics.

Following page 6 are descriptions for each task series and subtask, including information about the objective of each task, anticipated activities and deliverables.

	Description	FY 18/19 Budget	FY 2018	FY2019
<b>100 Series</b>	<b>Administration and Training</b>			
101	Invoices and Accounting	\$ 45,000.00	\$ 21,825.00	\$ 23,175.00
102	Program Administration	\$ 50,000.00	\$ 24,250.00	\$ 25,750.00
103	Training	\$ 21,000.00	\$ 10,185.00	\$ 10,815.00
104	Indirect Cost Adjustments	\$ 1,500.00	\$ 727.50	\$ 772.50
105	Memberships, Subscriptions and Professional Activity Costs*	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
	<b>100 Series Sub Total</b>	<b>\$119,500.00</b>	<b>\$ 57,987.50</b>	<b>\$ 61,512.50</b>
<b>200 Series</b>	<b>Policy and Planning</b>			
201	Ten Year Plan	\$ 25,000.00	\$ 12,125.00	\$ 12,875.00
202	Land Use & Environmental Linkages	\$ 46,000.00	\$ 22,310.00	\$ 23,690.00
203	Transportation Planner's Collaborative	\$ 5,000.00	\$ 2,425.00	\$ 2,575.00
204	Interagency Consultation	\$ 6,000.00	\$ 2,910.00	\$ 3,090.00
205	RTIP/STIP	\$ 10,500.00	\$ 5,092.50	\$ 5,407.50
206	Congestion Management Process	\$ -	\$ -	\$ -
207	Intelligent Transportation System	\$ 1,000.00	\$ 485.00	\$ 515.00
208	Regional Transportation Plan	\$ 2,000.00	\$ 970.00	\$ 1,030.00
209	Transportation Conformity	\$ 2,000.00	\$ 970.00	\$ 1,030.00
210	Metropolitan/Long Range Plan	\$ 3,000.00	\$ 1,455.00	\$ 1,545.00
211	Bike/Ped Planning	\$ 33,944.12	\$ 16,462.90	\$ 17,481.22
	<b>200 Series Sub Total</b>	<b>\$134,444.12</b>	<b>\$ 65,205.40</b>	<b>\$ 69,238.72</b>
<b>300 Series</b>	<b>Public Involvement and Coordination</b>			
301	Transportation Advisory Committee	\$ 28,000.00	\$ 13,580.00	\$ 14,420.00
302	Planning Commission/Committee Meetings	\$ 11,750.00	\$ 5,698.75	\$ 6,051.25
303	Public Involvement Plan	\$ 1,000.00	\$ 485.00	\$ 515.00
304	Public Outreach	\$ 32,000.00	\$ 15,520.00	\$ 16,480.00
305	Policy Committees	\$ -	\$ -	\$ -
306	Transportation Management Association	\$ 37,000.00	\$ 17,945.00	\$ 19,055.00
	<b>300 Series Sub Total</b>	<b>\$109,750.00</b>	<b>\$ 53,228.75</b>	<b>\$ 56,521.25</b>
<b>400 Series</b>	<b>Plan Support</b>			
401	Traffic Counts	\$ 35,712.00	\$ 17,320.32	\$ 18,391.68
402	Road Surface Management System	\$ 20,000.00	\$ 9,700.00	\$ 10,300.00
403	Regional Information System/Geographic Information System	\$ 43,512.00	\$ 21,103.32	\$ 22,408.68
404	Demographics	\$ 9,000.00	\$ 4,365.00	\$ 4,635.00
405	Equipment, Supplies and Expenses	\$ 37,399.58	\$ 20,604.79	\$ 16,794.79
406	Transportation Model	\$ 2,000.00	\$ 970.00	\$ 1,030.00
407	Performance Measures	\$ 7,640.33	\$ 3,705.56	\$ 3,934.77
	<b>400 Series Sub Total</b>	<b>\$155,263.91</b>	<b>\$ 77,768.99</b>	<b>\$ 77,494.92</b>
<b>500 Series</b>	<b>Technical Assistance and Support</b>			
501	Local and Regional Assistance	\$ 60,000.00	\$ 29,100.00	\$ 30,900.00
502	Statewide Assistance	\$ 33,000.00	\$ 16,005.00	\$ 16,995.00
503	Local Public Agency Program Support	\$ 9,000.00	\$ 4,365.00	\$ 4,635.00
504	Special Projects	\$ 50,386.00	\$ 24,437.21	\$ 25,948.79
505	Regional Coordinating Councils	\$ 36,000.00	\$ 17,460.00	\$ 18,540.00
506	Transit Assistance	\$ 8,888.90	\$ 4,311.12	\$ 4,577.78
	<b>500 Series Sub Total</b>	<b>\$197,274.90</b>	<b>\$ 95,678.33</b>	<b>\$101,596.57</b>
<b>Totals</b>		<b>\$716,232.93</b>	<b>\$349,868.96</b>	<b>\$366,363.97</b>

## 100 Administration & Training

**Goal:** To provide management and support services including accounting, bookkeeping and contract management 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.

### 101 Invoices & 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 in compliance with guidelines provided by NHDOT and USDOT.

**Proposed Activities:**

- Document time for each UPWP task for each employee.
- Develop monthly reports and invoices.
- Prepare for and maintain records for audits.
- Communicate with NHDOT regarding invoicing and accounting.

**Deliverables:**

- Monthly activity reports.
- Monthly invoices.
- Annual auditor's report, including a review of indirect costs.

### 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:**

- Manage the SWRPC UPWP to ensure program efficiency.
- Participate in staff meetings regarding general UPWP business.
- Participate in UPWP reviews with NHDOT, FHWA, and FTA.
- Participate in reviews of overall UPWP progress/status including a mid-term review process with NHDOT.
- Manage staff dedicated to the UPWP.
- Develop annual reports as requested.
- Work with NHDOT regarding UPWP development activities and adjustments.
- Plan for FY 2020-2021 UPWP development.
- Prepare and submit contract deliverables.
- Maintain contract compliance and monitor status of overall UPWP activities and requirements.

**Deliverables:**

- Attendance and participation in UPWP meetings.
- Feedback on NHDOT, FHWA and/or FTA reviews as required.
- Annual reports as required.
- Work change order documentation.
- Draft FY 2020-2021 UPWP.
- Documentation of UPWP deliverables.
- Documentation of equipment and other program purchases.

**103 Training**

**Objective:** To provide training opportunities for staff to increase their knowledge base and improve abilities to provide communities and the State with high quality and state-of-the-art professional transportation planning services. This task includes literature review activities and research for training/education/enrichment. Training activities will meet FHWA guidance on use of planning and research funds for travel, training, conferences and other meetings.

**Proposed Activities:**

- Participate in conferences, trainings, workshops and off-site webinars as needed. SWRPC will seek authorization from NHDOT to attend any conferences, trainings, workshops or off-site webinars that require travel and are not sponsored by NHDOT, FHWA or FTA. SWRPC will also seek authorization from NHDOT to attend any conferences, trainings, workshops or off-site trainings that requires out-of-state travel and are not included in the remaining description of activities.
- Participate in transportation related on-site webinars sponsored by groups including but not limited to NHDOT, FHWA, FTA, American Association of State Transportation Officials, National Association of Development Organizations, Transportation Research Board, National Cooperative Highway Research Program, National Center for Safe Routes to School, Sustainable City Network, National Association of Regional Councils, Smart Growth America, Transportation for America, and similar organizations.
- Attend and participate in 2017 National Walking Summit, NADO's 2018 and 2019 National Regional Transportation Conferences and the 2018 and 2019 Northeast Transportation Safety Conferences.
- Review and research transportation-related literature and news in order to stay current with the industry and maintain state-of-the-art knowledge and capability of professional staff.

**Deliverables:**

- Maintained and increased technical capabilities and knowledge in SWRPC transportation planning staff on topics relating to the content and management of the UPWP.

**104 Indirect Cost Adjustments**

**Objective:** To maintain an accurate indirect cost rate for use during the course of the FY 2018-2019 UPWP period and develop a proposal for the FY 2020-2021 UPWP.

**Proposed Activities:**

- Activities related to the management of indirect cost rate and to propose adjustments as appropriate.

**Deliverables:**

- Documentation and correspondence regarding indirect cost rate adjustments in order to maintain an accurate indirect cost rate and/or as requested by NHDOT.

**105 Membership, subscriptions, and professional activity costs**

**Objective:** To enable staff to enroll as members and subscribe to literature and other services offered by professional organizations involved in transportation planning. Membership, subscription and other professional activity costs that are not outlined below will be detailed during the course of the UPWP for review, consideration and authorization by NH DOT prior to any individual expenditure.

**Proposed Activities:**

- Payment of annual ESRI ArcGIS license and maintenance agreement.
- Payment towards National Association of Development Organization's annual general membership dues.

**Deliverables:**

- Evidence of membership, subscription, licenses or other professional activity costs will be furnished as part of the monthly invoice at the time of purchase.

**200 Policy and Planning**

**Goal:** To ensure that transportation plans and policies are reviewed and updated to reflect regional goals, address evolving local concerns and are compatible with State plans and policies.

**201 Ten Year Plan**

**Objective:** To assist the Transportation Advisory Committee (TAC), SWRPC Board of Directors and NHDOT in identifying projects of local and regional importance for the Ten-Year Transportation Improvement Plan. This task includes updating and submitting project priorities, and conducting public outreach for the Ten-Year Transportation Improvement Plan per the processes established in RSA 228:99 and RSA 240. This task involves cooperation with neighboring regional planning commissions on interregional Ten-Year Plan projects. *This task addresses all FAST ACT planning performance goals as well as planning emphasis areas 2) improving on models of regional planning cooperation 4) ensuring sub allocation and project selection requirements are implemented 6) fiscal constraint and financial planning, 12) project monitoring and 13) program monitoring and reporting.*

**Proposed Activities:**

- Organize and facilitate the regional Ten-Year Plan project solicitation process.
- Participate in project scoping and development meetings within the region.
- Provide TYP evaluation of criteria for all projects including Planning and Environmental Linkage information (NEPA categories for projects).
- 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:**

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

**202 Land Use & Environmental Linkages (PEL)**

**Objective:** To provide transportation planning assistance to municipalities, partner organizations, transit agencies and NHDOT in support of local, regional, state and federal livability, climate change, and sustainability initiatives. This task includes activities that coordinate housing/land use planning and transportation. Livability, climate change and sustainability subtopics having a nexus with transportation include expanding affordability, accessibility, energy efficiency, support of local economy/community vitality, air quality, environmental protection, population health and social capital. The SWRPC proposes integrating Land Use and Environmental Linkages (PEL) considerations into all aspects of UPWP work. *This task directly addresses FAST ACT planning performance goals 6) environmental sustainability and 7) reduce project delivery delays as well as planning emphasis areas 9) planning and environmental linkages, 10) climate change, and 11) livability and sustainability.*

**Proposed Activities:**

- Participate in initiatives and on committees that benefit from technical assistance on transportation-related livability, climate change and/or sustainability issues (e.g. Cities for Climate Protection, Healthy Monadnock, the Monadnock Council for a Healthy Community, Tri-State Partnership, Local Energy Committees, Monadnock Sustainability Group, Greater Keene Chamber of Commerce, etc.).
- Study and better understand transportation/social wellbeing, transportation/environmental and transportation/economic vitality relationships. This includes gaining perspectives resulting from economic development and land use decisions on transportation infrastructure as well as environmental impacts (including increased frequency, duration and/or intensity of weather events) on transportation infrastructure and consideration of emergent best management practices in protecting our investments.
- Provide professional planning services to municipalities in reviewing development proposals for potential impacts on municipally and/or State-maintained infrastructure, identify areas of concern related to development proposals including energy infrastructure and facilities proposals, and their impacts on the regional transportation



network and recommend measures to mitigate potential development impacts on the regional transportation network.

- Provide planning services related to emerging Southwest Region transportation issues on behalf of NHDOT, municipalities and other stakeholders as needed.
- Attend meetings and events related to livability, climate change, and sustainability initiatives.
- Work related to implementing transportation-related goals, objectives and strategies from the Monadnock Region Future plan.

#### **Deliverables:**

- Improved local and regional transportation planning and policymaking on livability, climate change and sustainability topics (including subtopics described in the objective) at meetings affecting the Southwest Region.
- Transportation-related recommendations on development proposals to local planning boards and regional and state decision making bodies.
- Associated work products demonstrating enhanced integration of land use and environmental linkages in transportation planning program activities.
- Copies of meeting agendas, minutes, and/or meeting notes, when available, associated with this task.

### **203 Transportation Planner's Collaborative**

**Objective:** To coordinate and collaborate on planning and policy matters of statewide importance with the New Hampshire Transportation Planners Collaborative. *This task generally addresses all FAST ACT planning performance goals as well as planning emphasis area 2) improving on models of regional planning cooperation.*

#### **Proposed Activities:**

- Participate in TPC meetings.
- Assist NH DOT, FHWA and NH regional planning commissions and other identified partners in improving the NH Transportation Planning process.
- Participate in sub-committee or work group meetings related to TPC activities as the budget allows.

#### **Deliverables:**

- Attendance and participation at meetings, and feedback, development and review of planning and policy items as requested by NHDOT.

### **204 Interagency Consultation**

**Objective:** To participate in interagency consultation meetings as appropriate. SWRPC participation will be performed as appropriate on planning and policy matters impacting the Southwest Region or rural regional planning organizations. *This task generally addresses all FAST ACT planning performance goals as well as planning emphasis areas 2) improving on models of regional planning cooperation and 9) planning and environmental linkages.*

**Proposed Activities:**

- Peer review, feedback and coordination activities as determined by the Interagency Consultation group.
- Participation in periodic interagency consultation meetings in conjunction with FHWA, NHDOT and others.
- Review and provide relevant regional input on proposed STIP Administrative Modifications and Amendments.
- Participate on policy-level and ad-hoc committees related to the Statewide Transportation Improvement Program.

**Deliverables:**

- Participation in interagency consultation meetings and conference calls.
- Review and feedback as necessary on interagency consultation process, documents, meeting agendas, and related materials.

**205 Regional and State Transportation Improvement Programs**

**Objective:** To assist the Transportation Advisory Committee (TAC) and SWRPC Board of Directors in developing a revised Regional Transportation Improvement Plan (RTIP) informed by the regional Ten-Year Plan project solicitation and prioritization process and the Regional Transportation Plan. This task also includes regional efforts to support the development of the Statewide Transportation Improvement Program (STIP) and general project monitoring associated with projects in the RTIP or STIP. *This task generally addresses all FAST ACT planning performance goals as well as planning emphasis areas 6) fiscal constraint and financial planning, and 12) project monitoring.*

**Proposed Activities:**

- Examine the region's transportation system needs and determine projects to address needs.
- Project monitoring and participation in project status and update meetings. Project monitoring will include coordination and meeting attendance for transportation projects at various phases of development.
- Review advertising schedules and NHDOT front office agendas.
- Participate in the development of a statewide STIP fiscal constraint methodology.
- Conduct public outreach related to the development of the Regional Transportation Improvement Program and Statewide Transportation Improvement Program.
- Work collaboratively with other RPCs, NHDOT and FHWA to revise the NH Transportation Planning process (STIP and TIP).

**Deliverables:**

- A revised Regional Transportation Improvement Program.
- Regional recommendations for the Statewide Transportation Improvement Program (STIP).
- Attendance at project meetings for projects in the RTIP or STIP.

**206 Congestion Management Process**

*This Metropolitan Planning Organization (MPO) task does not apply to the Southwest Region Planning Commission UPWP.*

**207 Intelligent Transportation System**

**Objective:** To provide planning and policy support relating to the development of regional Intelligent Transportation System (ITS) solutions for Southwest New Hampshire. Although SWRPC does not foresee performing work relating to the development of ITS documents or databases as currently practiced by New Hampshire's Metropolitan Planning Organizations, SWRPC will participate in other ITS development activities. *This task generally addresses FAST ACT planning performance goals.*

**Proposed Activities:**

- Attendance and participation in ITS related meetings and events.

**Deliverables:**

- Regional recommendations on the development of ITS infrastructure affecting the Southwest Region as needed.

**208 Regional Transportation Plan**

**Objective:** To maintain the Southwest Region's Long Range Transportation Plan, "Southwest Connects." The Regional Transportation Plan was last updated in December 2016. *This task generally addresses all FAST ACT planning performance goals as well as planning emphasis areas 1) increased work on FAST ACT performance measures, 2) improving on models of regional coordination, 5) increased freight planning, 6) fiscal constraint and financial planning, 9) planning and environmental linkages, 10) climate change and 11) livability and sustainability.*

**Proposed Activities:**

- Maintain log of update recommendations. Integrate update of RTIP into Regional Transportation Plan every other year. Update other sections as needed and determined by the SWRPC Transportation Advisory Committee. Performance measures may need update during this period due to changes in FHWA MAP-21, FAST Act performance measure rules.
- Share information about the Regional Transportation Plan with NHDOT, other Regional Planning Commissions, the SWRPC Transportation Advisory Committee (TAC), Monadnock Alliance for Sustainable Transportation (MAST), Monadnock Regional Coordinating Council (MRCC), and other groups as may be appropriate.
- Work with TAC, MAST and MRCC to implement strategies.
- Make updates as necessary including adjustments to the RTIP.
- Maintain a working list of potential and appropriate modifications to the Plan as may be identified from time to time.

**Deliverables:**

- Record of update recommendations and implementation.
- Updated plan showing updates.
- Documentation of meetings and correspondence relating to sharing information on plan or working on plan implementation.

**209 Transportation Conformity**

**Objective:** To monitor conditions, provide education, proactive leadership, and recommendations regarding air quality conformity issues affecting Southwest New Hampshire, including small particulate matter PM<sub>2</sub> concerns associated with Cheshire County. *This task addresses FAST ACT planning performance goal 6) environmental sustainability as well as planning emphasis area 10) Planning and Environmental Linkages.*

**Proposed Activities:**

- Participate in discussions relating to air quality and transportation conformity.
- Participate in education and training activities relating to air quality and transportation conformity.
- Provide community-based education and leadership relating to air quality and transportation conformity.
- Review and provide feedback on conformity related documents and policies.

**Deliverables:**

- Keep Southwest Region stakeholders informed about issues related to air quality and transportation conformity and provide recommendations and input to NHDOT and NHDES as necessary.

**210 State Long Range Transportation Plan**

**Objective:** Participate in NHDOT's coordinated effort to update the State Long Range Transportation Plan (LRTP).

**Proposed activities:**

- Attend NHDOT meetings on the State LRTP as requested.
- Review materials and provide feedback relating to the State LRTP as requested.
- Assist NHDOT with public outreach and outreach to nonmetropolitan officials relating to the State LRTP as requested.

**Deliverables:**

- Attendance and participation at NHDOT meetings relating to the State LRTP.
- Written feedback on State LRTP related documents.

- Agendas and minutes documenting State LRTP related public outreach or non metropolitan official consultation when available.

## 211 Bicycle/Pedestrian Planning

**Objective:** To support local, regional and state efforts to improve bicycle and pedestrian conditions through policy and planning activities. Note: Bicycle and pedestrian traffic volume collection will be administered under the traffic counting task code 401. *This task directly addresses FAST ACT planning performance goals 1) safety, 4) system reliability and 6 environmental sustainability as well as planning emphasis areas 9) planning and environmental linkages 10) climate change, and 11) livability and sustainability.*

### Proposed Activities:

**General Activities** (*In cases where meetings, efforts or research activities do not have a direct focus on bicycles and pedestrian issues, SWRPC will charge time to either Task 501 or 502).*

- Attend local, regional or state bicycle or pedestrian focused meetings.
- Coordinate with local, regional or state bicycle or pedestrian efforts.
- Research and share pedestrian or bicycle planning or policy resources with local, regional or state partners.

### Rail Trail Planning Activities

- Collect existing data and develop background materials and regional rail trail maps as a basis to interact with regional rail trail corridor groups.
- Conduct analysis on rail trail conditions, assets and amenities.
- Gather data and perform quality control on data associated with rail trails in the SWRPC Region (However, GIS data development processes and organization will occur under Task 403).
- Conduct meetings with interested rail trail corridor groups for public information and public deliberation of the inventory findings and preliminary development of recommendations including but not limited to maintenance, connectivity, coordinated capital improvement planning, wayfinding, and integration of rail trail in local and regional plans.

### BPTAC Planning Activities

- Work with BPTAC to determine use of Strava data for planning purposes.
- Provide technical assistance to BPTAC as requested.
- Participate in BPTAC meetings.
- SWRPC proposes participating with BPTAC on the following other projects, if progress is made on the following bicycle/pedestrian planning topics:
  - Provide technical assistance on Bicycle Pedestrian Plan update
  - Provide assistance in update of Bicycle/Pedestrian Transportation Map
  - Provide assistance in piloting “level of stress” program.

### Deliverables:

- Report of results of data collection and research of rail trail planning activities.

- Report of findings and recommendations and summary of public process associated with rail trail planning activities.
- Evidence of participation in BPTAC and related meetings.
- Recommendations and feedback regarding proposed Bike/Ped Planning Guide.

### **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 the FAST Act, as well as ensuring the coordination of municipal, regional, and statewide land use and transportation planning processes. The Southwest Region Planning Commission recognizes the importance of public involvement in an integrated transportation and land use planning process and will target outreach efforts toward low income and minority populations, including persons/groups with Limited English Proficiency (LEP).

### **301 Transportation Advisory Committee**

**Objective:** To provide the necessary organizational, clerical and technical support for the Southwest Region Transportation Advisory Committee (TAC) and to encourage increased public participation in both municipal and regional forums on transportation policy decisions. This task also involves interactions with other regional transportation advisory committees including occasional attendance at meetings as appropriate. *This task generally addresses all FAST ACT planning performance goals as well as planning emphasis areas 2) improving on models of regional planning cooperation and 12) project monitoring.*

#### **Proposed Activities:**

- Facilitate no less than six Transportation Advisory Committee (TAC) meetings annually.
- Develop TAC meeting agendas, summaries, and other supporting documents.
- Prepare for and host Regional Corridor discussions with elected officials, municipal staff and other stakeholders.
- Review Ten Year Plan projects, as well as competitive grant projects that are part of Transportation Alternatives, Congestion Mitigation and Air Quality and Highway Safety Improvement Programs.
- Work with TAC to provide feedback to NHDOT and USDOT on policy and planning documents.
- Work with TAC to provide feedback as necessary to SWRPC Transportation Program policy and planning documents.
- Educate the TAC on key transportation planning concepts as well as other UPWP program activities as necessary.
- Follow activities of neighboring Regional Planning Commission TACs. Attend other regions' TAC meetings as necessary.

#### **Deliverables:**

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

- Documentation and feedback to NHDOT, USDOT and the SWRPC Transportation Program's policy and planning documents.
- Recommendations for Ten Year Plan projects, as well as competitive grant projects that are part of Transportation Alternatives, Congestion Mitigation and Air Quality and Highway Safety Improvement Programs.
- Minutes from other Regional Planning Commission TAC meetings showing SWRPC attendance.

**302 Planning Commissions/Committee Meetings**

**Objective:** To provide transportation planning assistance to the Southwest Region Planning Commission and sub-committees of the Planning Commission.

**Proposed Activities:**

- Meet with the SWRPC Board of Directors on transportation planning and/or UPWP business at least 10 times per year.
- Develop and execute transportation planning and/or UPWP-related presentations for Commission audiences as appropriate during meetings and special events.
- Develop and implement transportation planning and/or UPWP-related presentations or other technical assistance to SWRPC subcommittees.
- Provide other transportation technical assistance to the Planning Commission as needed.
- Attend miscellaneous staff meetings on UPWP business.

**Deliverables:**

- Agendas, summaries, flyers, presentations and other communication mediums which are evidence of information sharing and discussion about important transportation topics.

**303 Public Involvement Plan**

**Objective:** To update and integrate the SWRPC Public Involvement Plan into all tasks conducted for the FY2018-2019 UPWP. *This task generally addresses planning emphasis area 3) ensuring ladders of opportunity/access to essential services.*

**Proposed Activities:**

- Conduct staff and TAC review of public involvement plan.
- Utilize the public involvement plan in administering transportation planning activities as appropriate.
- Maintain the public involvement plan as may be appropriate.
- Examine opportunities to link public involvement plan with other on-going planning activities and plans.

**Deliverable:**

- Public Involvement Plan guidance is used and cited as necessary for all UPWP activities and publications.

**304 Public Outreach**

**Objective:** To facilitate information sharing with the general public regarding transportation planning, policymaking and coordination topics as well as project development and implementation. This task includes facilitating communication and dialogue between the general public and SWRPC, NHDOT and USDOT on transportation matters. This task also includes any public outreach that is not specifically related to another task in the FY2018-2019 UPWP.

**Proposed activities:**

- Maintain the SWRPC website as a source of transportation information.
- Create and distribute no less than eight newsletters and sixteen e-newsletters annually, including transportation-related items.
- Organize no less than four targeted meetings with local Select Boards and Planning Boards to discuss transportation planning topics and current regional and statewide transportation planning efforts.
- Educate communities about the importance of implementing transportation plans, including the Southwest Region Transportation Plan, Regional Transportation Improvement Program, corridor and transit feasibility studies and public transit-human service coordination plans.
- Continue to explore ways to increase participation in the transportation planning process by those with special transportation needs, including low-income, youth, elderly, disabled citizens, and minority populations.
- Continue to work with member communities to investigate and evaluate emerging transportation system needs.
- Continue to work cooperatively with communities to raise public awareness of key transportation planning concepts, including proactive infrastructure maintenance, Context Sensitive Solutions, Access Management, Transportation Demand Management, Complete Streets, Safe Routes to School, alternative modes of transportation, corridor planning, and the relationship between land development and travel demand management.
- Develop and submit press releases on transportation issues, topics and events as necessary.

**Deliverables:**

- Up-to-date SWRPC website, including:
  - Posting meeting agendas in advance of transportation-related meetings.
  - Posting meeting minutes for TAC and other public meetings.
  - Posting topical transportation planning documents.
  - Providing up-to-date listings of meeting minutes and agendas.
- Periodic newsletters and/or transportation-related entries in SWRPC's monthly newsletter.
- Press releases and press stories.
- Public outreach on transportation planning issues of regional importance as evidenced by flyers, email distribution lists, letters and other written communication.
- Presentations, agendas and minutes documenting information sharing with local Select Boards and Planning Boards.



**305 Policy Committees**

*This MPO task does not apply to the Southwest Region Planning Commission UPWP.*

**306 Transportation Management Association**

**Objective:** To provide the Monadnock Alliance for Sustainable Transportation (MAST) with administrative and technical support in its efforts to promote a balanced transportation system through education and advocacy initiatives and its activities to encourage public-private partnerships to address transportation issues and needs. *This task generally addresses all FAST ACT planning performance goals as well as planning emphasis areas 2) improving on models of regional planning cooperation, 9) Planning and Environmental Linkages, 10) Climate Change and 11) Livability and Sustainability.*

**Proposed Activities:**

- Provide short and long-range planning support for the MAST using guidance of MAST Action Plan.
- Provide administrative support to the MAST Steering Committee and subcommittees, administrative support and facilitation services for meetings and events, and technical assistance on special projects and initiatives.
- Maintain, update and host MAST webpage and Facebook page and other marketing materials on behalf of the MAST.
- Assist the MAST with grant-writing and other project development activities.

**Deliverables:**

- MAST and Monadnock Region summary of accomplishments.
- Agendas, minutes, handouts and work products resulting from MAST meetings.

**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, demographic, economic 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. These tasks will also support NHDOT efforts to inventory and manage transportation facility assets.

**401 Traffic Counts**

**Objective:** To collect, analyze, and present traffic volume, speed, turning movement and vehicle classification data for use in NHDOT project development, HPMS submittals to FHWA, statewide traffic volume database development, District IV needs and for other NHDOT traffic count related requests within the Unified Planning Work Program as negotiated between SWRPC and NHDOT. This also includes counting activities to monitor traffic of corridors identified in the SWRPC Long Range Transportation Plan including bicycle, pedestrian, freight and

carpooling counts. *This task generally addresses planning emphasis area 1) increased work on FAST ACT performance measures, 4) system reliability, 5) freight movement and economic vitality and 6) environmental sustainability as well as planning emphasis areas 5) increased freight planning, 6) fiscal constraint and financial planning, 8) data collection for HPMS, 11) livability and sustainability and 12) Project Monitoring.*

**Proposed Activities:****Administration**

- Maintain the software and equipment necessary for the traffic data collection program.
- Provide follow up and ancillary data analysis as required by NHDOT and USDOT.
- Provide staff training on traffic research as necessary.
- Provide oversight of traffic research activities and staff participation.

**Traffic counts for Bureau of Traffic**

- Collect traffic volume data at locations as assigned by NH DOT (typically in the range of 130-150 counts per year) throughout the region annually to support statewide, regional, and local transportation planning needs.

**Project Based Traffic Research**

- Data collection for assessment of Ten Year Plan projects or state discretionary grant programs as needed.

**Freight Traffic Research**

- Collect and analyze no less than 10 traffic data locations throughout the region annually to support regional and local transportation planning needs.

**Bicycle Counts**

- Collect and analyze no less than 10 traffic data locations annually to support regional and local transportation planning needs.

**Pedestrian Counts**

- Collect pedestrian data as recommended by NHDOT and the State Bicycle and Pedestrian Transportation Advisory Committee.

**Carpooling Rates**

- Collect peak hour carpooling rates for no less than 5 data locations annually to support regional and local transportation planning needs.

**Deliverables:**

- Completed traffic counts as described above.
- Intersection turning movement data and information.
- Bicycle and pedestrian traffic data as recommended by NHDOT and the State Bicycle and Pedestrian Committee.
- Peak hour carpooling rates for approximately 10 locations on major state highways.

**402 SADES Road Surface Management System (SRSMS)**

**Objective:** To collaborate with all Regional Planning Commissions (RPCs) and NHDOT with the assistance of the UNH T2 LTAP center staff to roll out the SADES Road Surface Management System technical assistance to communities. SWRPC plans to work with at least 2 communities during each year of the contract.

**Proposed Activities:**

- Maintain the software and equipment necessary for the SRSMS data collection program.
- Participate in meetings with NHDOT, UNH T2, and RPC partners as necessary to ensure a quality SRSMS program.
- Provide staff training on SRSMS data collection, forecasting, scenario planning and use of software, etc. as necessary.
- Provide oversight of SRSMS activities and staff participation.
- Outreach to communities about SRSMS program including development of outreach materials and meetings with municipal staff and elected officials.
- Field work collecting SRSMS data and data processing.
- Quality assurance/quality control for SRSMS data and data uploads to UNH T2.
- Conduct meetings as necessary with municipal staff regarding data quality, road categorization, forecasting and scenario planning.
- Prepare reports for municipalities.

**Deliverables:**

- Customized SRSMS reports for municipalities to assist them with understanding their pavement conditions and capital improvement planning.

**403 Regional Information System / Geographic Information System (GIS)**

**Objective:** To develop and maintain transportation-related data in SWRPC's overall regional information system in order to support transportation planning in the Southwest Region. Wherever possible, data will be integrated into the geographic information system component of the regional information system. Activities will also involve collecting and analyzing transportation-related asset data including but not limited to data for the Statewide Asset Data Exchange System (SADES). In addition to sharing data with NHDOT and UNH, data is shared with municipalities to assist them with safety, disaster mitigation and capital improvement planning. Data collection will focus on culverts, sidewalks and crosswalks at a minimum. Other asset data may be collected depending on status of SADES asset management program development in fiscal years 2018 and 2019. *This task directly addresses FAST ACT planning performance goals 2) infrastructure condition and 6) environmental sustainability as well as addressing planning emphasis areas 5) increased freight planning, 9) planning and environmental linkages, 10) climate change and 11) livability and sustainability.*

**Proposed Activities:****Geographic Information System Management and Administration**

- Activities devoted to the development, organization, analysis and maintenance of transportation-related data into SWRPC's regional information system in order to support transportation planning including but not limited to:
  - Road, intersection, sidewalk, pathway, Strava data, rail, transit, airport and transportation asset layers and attributes;
  - Parcel, land use, zoning, employment, and housing layers and attributes;
  - Performance standard data; and
  - Historic, cultural and environmental resource layers and attributes.

**Map Development**

- Assist municipalities, partner organizations, and transit agencies with transportation-related mapping requests as needed.

**SADES Related Activities**

- Collect and analyze asset data including SADES data for State and municipal use.
- Provide municipalities with reports summarizing findings and recommendations in cases where municipally owned asset data are analyzed.
- Meetings and correspondence as needed with the UNH Technology Transfer Center, District IV and selected communities in the Southwest Region.

**Deliverables:**

- Enhanced municipal and regional transportation-related Regional Information System including an enhanced Geographic Information System (GIS).
- Completed transportation-related maps.
- Completed submission of SADES data.
- Culvert, sidewalk and crosswalk condition reports.

**404 Demographics**

**Objective:** To collect, process, report, and/or disseminate demographic and socio-economic information essential for transportation planning activities. *This task directly addresses planning emphasis area 3) ensuring ladders of opportunity/access to essential services.*

**Proposed Activities:**

- Activities relating to the development and maintenance of data regarding demographic and socioeconomic trends that relate to transportation including but not limited to aspects of the Census (coordinating participation in the decennial census to improve census accuracy), Bureau of Labor Statistics, NH Office of Energy and Planning, Department of Economic Security and other associated data.

**Deliverables:**

- Enhanced regional information database containing up to date and relevant demographic and economic information for transportation planning.

**405 Equipment, Supplies and Expenses**

**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, Supplies and Expenses:**

Description	Proposed FY 18/19 Budget	FY 2018	FY2019
Equipment Supplies and Expenses			
2 Desktop Computers	\$ 3,560.00	\$ 1,780.00	\$ 1,780.00
1 Eco Counter PYRO Box	\$ 3,810.00	\$ 3,810.00	\$ -
2 Metrocount Automatic Traffic Data Counters	\$ 3,245.00	\$ 1,622.50	\$ 1,622.50
Miscellaneous Supplies	\$ 18,529.58	\$ 9,264.79	\$ 9,264.79
Miscellaneous Travel & Conference Registration & Lodging Expenses	\$ 8,255.00	\$ 4,127.50	\$ 4,127.50
<b>405 Sub Total</b>	<b>\$ 37,399.58</b>	<b>\$ 20,604.79</b>	<b>\$ 16,794.79</b>

**406 Transportation Model**

**Objective:** To support NHDOT’s efforts to update its transportation model. *This task directly addresses planning emphasis area 7) supporting state efforts to update statewide travel demand model.*

**Proposed Activities:**

- Participate in meetings or work tasks related to the transportation model as identified by NHDOT.
- Research and explore the level of effort and value for building and maintaining a regional transportation model for southwest New Hampshire.

**Deliverables:**

- Review and feedback as necessary on transportation model documents, meeting agendas, and related materials.
- Evaluation and assessment of developing a regional transportation model.

**407 Performance Measures**

**Objective:** To develop, implement, or track SWRPC performance measures related to the delivery of services or compliance with applicable state and federal rules and regulations. *This task generally addresses all FAST ACT planning performance goals as well as planning emphasis area 1) increased work on FAST ACT performance measures.*

**Proposed Activities:**

- Management of the collection of data as necessary to develop, implement, and track performance measures.

- Track and report performance measures.
- Participate in meetings or trainings as necessary regarding USDOT and NHDOT performance measures.

## 500 Technical Assistance & 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.

### 501 Local and Regional Assistance

**Objective:** To further local and regional 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. This task includes regional coordination with bordering regions including those in Vermont and Massachusetts. *The intent of this task is to address all FAST ACT planning performance goals as well as all planning emphasis areas as necessary.*

#### Proposed Activities:

- Provide transportation-related technical assistance to municipalities and partner organizations.
- Provide technical assistance for up to six transportation chapters of municipal master plans.
- Facilitate local and regional meetings related to transportation plans, policies, or projects.
- Assist municipalities and local partner organizations in implementing transportation plans, access management memoranda of understanding, and projects.
- Assist municipalities that express interest in Complete Streets move toward incorporating such measures including developing complete streets policies and design guidelines.
- Provide technical assistance in promoting Safe Routes to Schools concepts up to and including developing SRTS action plans.
- Provide available data and information, on request, to member municipalities and partner organizations.
- Provide assistance to municipalities with annual Block Grant Aid map updates as requested.
- Conduct limited traffic research for municipalities (up to 20 traffic counts and 3 turning movement counts per year).
- Participate in miscellaneous transportation planning efforts such as the Tri State Partnership, initiative to explore transit development, smaller scale corridor study associated with the NH 101/US 202 corridors in the greater Peterborough area, Vilas Bridge rehabilitation coordination assistance (which may include a economic development assessment), a study to explore rail potential or trail upgrades for the Fort Hill Branch rail trail, bi-state initiative to explore transportation and economic opportunities associated with the existing Hinsdale-Brattleboro bridges, a study analyzing the potential for a multi-modal transportation center, etc..

**Deliverables:**

- Agendas, minutes, written communication and presentations demonstrating technical assistance to local and regional partners.
- Enhanced inter-municipal coordination among transportation stakeholders within the region and across the region and State.
- Data and information resources developed as a result of technical assistance provided in this task.

**502 Statewide Assistance**

**Objective:** To further regional and state 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. *The intent of this task is to address all FAST ACT planning performance goals as well as all planning emphasis areas as necessary.*

**Proposed Activities:**

- Provide support to State Advisory Committees on transportation planning issues or programs (e.g. State Safe Routes to School Advisory Committee, State Transportation Alternative Program Advisory Committee, State Congestion Mitigation and Air Quality Advisory Committee, the Public-Private Partnership Infrastructure Oversight Commission, etc.).
- 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 by responding to initial contact letters for projects re: impacts to potential environmental, social or cultural resources.
- Coordinate with New Hampshire Regional Planning Commissions to collaborate with the NHDOT on transportation planning efforts of statewide importance, including the New Hampshire Long Range Transportation Plan, and the Ten-Year Transportation Improvement Plan.
- Participate in miscellaneous statewide efforts not associated with other specific tasks in the UPWP (State Coordinating Council, New Hampshire Rail Transit Authority, New Hampshire Transit Association, Commute Green, etc).
- Assist NHDOT with administration, research, event planning and other support tasks for project advisory committee and other similar efforts as needed.

**Deliverables:**

- Agendas, minutes, written communication, presentations, maps and other planning-related documentation demonstrating SWRPC technical assistance, support and participation in State transportation planning activities.

**503 Local Public Agency Program Support**

**Objective:** To assist communities in the Southwest New Hampshire region in applying for or managing Local Public Agency projects. *This task directly addresses planning emphasis area 12) project monitoring.*

**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.
- Participate in NHDOT program-specific training sessions.

**Transportation Alternatives Program**

- Assist communities in identifying transportation needs, executing public outreach efforts, and developing Transportation Alternative project applications.

**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.

**Highway Safety Improvement Program (HSIP)**

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

**Recreational Trails Program (RTP)**

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

**Deliverables:**

- Enhanced local participation in Transportation Alternatives, State Aid Bridge, State Aid Highway, Transportation Enhancement, Highway Safety Improvement, and other programs.
- Quality and complete grant proposals for Local Public Agency programs.

**504 Special Projects**

**Objective:** To administer special transportation planning services as needed or requested that further local, regional or state policy and planning goals and objectives and are not associated with other tasks in the UPWP. The Special Projects budget shall be used for fairly specific 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 unanticipated activities arise, SWRPC will seek approval from NHDOT to utilize funds under this task before work begins. NHDOT must provide written approval (including e-mail authorization) to expend Special Projects funds before the funds may be expended.

**Deliverables:**

- All deliverables will be discussed with and pre-approved by NHDOT before project initiation.



**505 Regional Coordinating Councils**

**Objective:** To provide the necessary organizational, administrative and technical support for the Monadnock Region Coordinating Council (MRCC). *This task directly addresses FAST ACT planning performance goal 4) system reliability as well as planning emphasis areas 2) improving on models of regional planning cooperation and 3) ensuring ladders of opportunity/access to essential services and 11) livability and sustainability.*

**Proposed Activities:**

- Provide technical Assistance at periodic MRCC meetings.
- Provide assistance to subcommittees of MRCC to produce meeting agendas, summaries, and other supporting documents as required.
- Perform troubleshooting, coordination support and other liaison activities between lead agencies, transportation providers and the MRCC.
- Provide limited technical assistance to MRCC in implementing work plan as well as implementing actions recommended by the State Coordinating Council.
- Assist MRCC in applying for grants and ensuring coordination activities are consistent with the Coordinated Plan for Southwest New Hampshire.

**Deliverables:**

- Agendas, minutes, written communication, presentations, maps and other planning products demonstrating assistance to the MRCC.

**506 Transit Assistance**

**Objective:** To further local, regional and state goals and objectives toward a better regional transportation network through collaboration and providing small-scale and periodic technical assistance to local transit agencies. This task includes support and technical assistance to regional transit operators and providers in cases where technical assistance does not constitute a special project (504) or regional coordinating council technical assistance (505). Assistance to rideshare, volunteer driver and intercity bus programs is considered part of transit in the definitions of this task. *This task generally addresses FAST ACT planning performance goals 4) system reliability and 6) environmental sustainability as well as directly addressing planning emphasis areas 3) ensuring ladders of opportunity /access to essential services, 9) planning and environment linkages, 10) climate change, and 11) livability and sustainability.*

**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.
- Provide data feed services to transfer and update public transit information and route information on the web.
- Participate in NHDOT program-specific training sessions.

- Participation on transit committees as appropriate.

**Deliverables:**

- Agendas, minutes, written communication, presentations and maps and other products demonstrating transit assistance.

## ARTICLE I

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

### E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

### F. DATE OF COMPLETION

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

ARTICLE II

**ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY**

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

A. GENERAL FEE

The cost of all work and expenses under this AGREEMENT shall not exceed \$716,232.93 in State Fiscal Years 2018 and 2019. Funding from two sources, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), will be combined into a consolidated Planning Grant (CPG). Of the \$716,232.93 fee, approximately 90% (\$644,609.64) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% (\$71,623.29) from the Southwest Region Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$644,609.64 total amount).

B. SALARY, BENEFITS AND INDIRECT COSTS

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

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

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

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

## ARTICLE II

and dental premiums, the Commission's share of long and short-term disability insurance premiums if applicable, and the Commission's share of retirement benefits, if applicable.

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

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

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

### C. DIRECT EXPENSES

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

## ARTICLE II

### D. FIXED FEE

Blank

### E. PAYMENTS

Payments on account of the fee for services of eligible activities defined in 23 CFR 420 &450 rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, task-by-task bill submitted on a monthly basis by the COMMISSION as previously discussed. Proof of payment for direct expenses must be submitted before reimbursement is allowed. The DEPARTMENT will make payments to the COMMISSION within fifteen (15) business days of receipt of an acceptable bill. Eligible activities are those eligible for the class of funds used for the activity and must be in an approved UPWP. If, by error or omission, an ineligible activity is contained in the approved UPWP, said activity may be deemed to be ineligible and expenses pertaining to the activity will be considered non-reimbursable. NHDOT and FHWA have the final determination of eligible activities.

### F. RECORDS - REPORTS

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

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

**ARTICLE III - GENERAL PROVISIONS**

A. HEARINGS, ETC.

Blank

B. CONTRACT PROPOSALS

Blank

**ARTICLE IV - STANDARD PROVISIONS**

A. **STANDARD SPECIFICATIONS**

Blank

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

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 37 Ashuelot Street, Keene, NH.

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

C. **EXTENT OF CONTRACT**

1. **Contingent Nature of AGREEMENT**

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

2. **Termination**

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



## ARTICLE IV

AGREEMENT, without fault on the part of the COMMISSION, the COMMISSION shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. It shall be a breach of this AGREEMENT if the COMMISSION shall fail to complete the tasks of the UPWP in a timely manner in accordance with sound professional principles and practices to the reasonable satisfaction of the DEPARTMENT or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of an occurrence of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the COMMISSION, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith. In addition, the DEPARTMENT may have and maintain any legal or equitable remedy against the COMMISSION for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that all work completed with products and data theretofore furnished to the DEPARTMENT by the COMMISSION, of a satisfactory nature in accordance with this AGREEMENT, shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

### D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

## ARTICLE IV

### E. ADDITIONAL SERVICES

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

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

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

### F. OWNERSHIP OF PLANS

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

### G. SUBLETTING

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

ARTICLE IV

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The COMMISSION shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, agencies as appropriate. The COMMISSION agrees to comply with standards and requirements set forth in the NH Department's Administration of Planning Funds guidebook, unless such standards conflict with the provisions of this Agreement or with Federal or State laws and rules. The COMMISSION understands that the NH Department's Administration of Planning Funds guidebook constitutes part of this AGREEMENT.

I. BROKERAGE

The COMMISSION warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the COMMISSION, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the COMMISSION, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

J. CONTRACTUAL RELATIONS

1. Status of the COMMISSION

The COMMISSION is a political subdivision of the STATE as per RSA chapter 36. In the context of this AGREEMENT the COMMISSION shall not act as an agent or employee of the STATE.

## ARTICLE IV

### 2. Claims and Indemnification

#### a. Non-Professional Liability Indemnification

The COMMISSION agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the COMMISSION or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the COMMISSION or its subconsultants in the performance of this AGREEMENT.

#### b. Professional Liability Indemnification

The COMMISSION agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the COMMISSION or its subconsultants in the performance of Planning services covered by this AGREEMENT.

- c. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

### 3. Insurance

#### a. Required Coverage

The COMMISSION shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy

ARTICLE IV

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

ARTICLE IV

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

ARTICLE IV

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

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

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

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

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

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

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

ARTICLE IV

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

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

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



ARTICLE IV

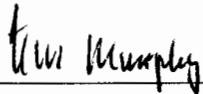
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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

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

The CONSULTANT  X , proposed subconsultant \_\_\_\_\_, hereby certifies that it has  X , has not \_\_\_\_\_ developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has  X , has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Deputy Assistant Secretary for Federal Contract Compliance, United States Department of Labor or Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

Southwest Region Planning Commission  
(Company)

By: 

Executive Director  
(Title)

Date: April 11, 2017

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

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

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

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

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

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

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

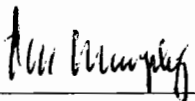
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving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

except as here expressly stated (if any):

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

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

April 11, 2017  
(Date)

  
(Signature)

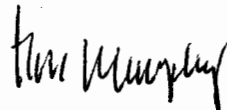
IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

**Consultant**

CONSULTANT

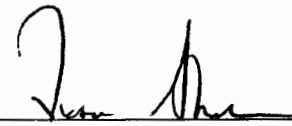
Dated: April 11, 2017

By:   
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

Dated: 5/11/17

By:   
Commissioner, NHDOT

**Attorney General**

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

Dated: 5/19/17

By:   
Assistant Attorney General

**Secretary of State**

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

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

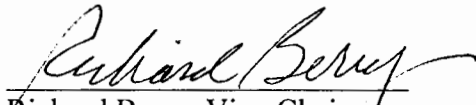
Attest:  
By: \_\_\_\_\_  
Secretary of State

## CERTIFICATE OF VOTE

I, Richard Berry, Vice-Chairman of the Southwest Region Planning Commission, do hereby certify that at a meeting held on April 11, 2017:

1. I am the duly elected and acting Vice-Chairman of the Southwest Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Southwest Region Planning Commission Executive Committee authorized the Executive Director, Tim Murphy, 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:

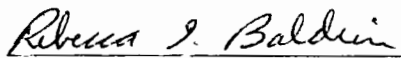
IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Southwest Region Planning Commission on this 11<sup>th</sup> day of April, 2017.

  
Richard Berry, Vice-Chairman

STATE OF NEW HAMPSHIRE  
County of Cheshire

On this 11<sup>th</sup> day of April 2017, before me Rebecca I. Baldwin, the undersigned officer, personally appeared, Richard Berry, who acknowledged himself to be the Vice-Chairman of the Southwest Region Planning Commission, and that he, as such Vice-Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

  
Notary Public, ~~Justice of the Peace~~  
(Official Seal)

September 18, 2018  
My Commission Expires



## CERTIFICATE OF COVERAGE

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

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

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

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

<b>Participating Member:</b> Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	<b>Member Number:</b> 566	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
State of New Hampshire Department of Transportation PO Box 483 Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>  <b>Date:</b> 4/11/2017    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/17/2017

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

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

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603-352-2121      FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Liberty Mutual Insurance Company	<b>NAIC #</b> 0
<b>INSURED</b> SOUTHWEST Southwest Region Planning Commission 37 Ashuelot St Keene NH 03431	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES      CERTIFICATE NUMBER: 237103616      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			BOP9242709	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA9347331	8/13/2016	8/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is listed as Additional Insured.

These policies will continue on for the 2017-18 term starting 07/01/17 pending payment being received on time.

### CERTIFICATE HOLDER

NH Dept of Transportation  
 Attn: William Rose  
 PO Box 483  
 Concord NH 03302

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

## NON-DISCRIMINATION ASSURANCES

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

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

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

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

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



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

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

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

Signature  Date: April 11, 2017

Name/Title Tim Murphy, 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.