



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Planning and Community Assistance
January 18, 2018

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Upper Valley-Lake Sunapee Regional Planning Commission (Vendor #154385), Lebanon, NH, in the amount of \$100,000.00 to undertake certain transportation related planning activities from the date of Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Funds to support this request are as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

04-096-096-962515-2944	<u>FY 2018</u>	<u>FY 2019</u>
SPR Planning Funds		
072-500575 Grants to Non-Profits-Federal	\$33,333.50	\$66,666.50

EXPLANATION

The Bureau of Rail & Transit, as it does with all its other Federal Transit Administration (FTA) grant programs, conducts a regular biennially competitive solicitation for Statewide Planning & Research Program funds for planning and technical activities pertinent to public transportation systems. This solicitation allows the limited funds to respond to the actual planning needs and fund larger projects than a formula-based allocation would. This competitive solicitation allows the Department to help address actual transit planning needs as identified by eligible sub recipients, who according to FTA Circular 8100.1C are Metropolitan Planning Organizations (MPOs), local governmental authorities and operators of public transportation systems. After project evaluation and selection, FTA Statewide Planning & Research Program funds are transferred to Federal Highway Administration (FHWA) and administered as Consolidated Planning Grants to allow for: (1) simplified contracting by the Department, (2) simplified work activity, accounting and billing by the sub recipients that also usually are sub recipients of other FHWA funds, and (3) the "Lead Grant Agency" (FHWA) to have responsibility for day-to-day grant program support activities.

The NH Department of Transportation (NHDOT) released a public notice requesting proposals to conduct the transit planning activities from interested transit providers and Regional Planning Commissions (RPCs). The Department has approved these project awards using a competitive application process. Project applicants were required to submit a letter of interest in advance of the project application. NHDOT released a two-year project solicitation on January 6, 2017, and distributed directly to NH public transit providers and RPC/MPOs via email. NHDOT also listed the project

solicitation on Bureau of Rail & Transit's funding webpage (with all other transit-related funding opportunities) and announced project solicitation at several meetings with potential applicants. Applications were submitted to the NHDOT Bureau of Rail and Transit, due date February 23, 2017. Staff from the Department's Bureau of Rail and Transit scored the applications using published criteria including eligibility, public support, sustainability, and benefit to the transportation system. The projects were ranked according to their score. Each vendor met the requirements of the application process, and was awarded funding.

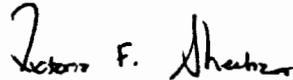
The Upper Valley-Lake Sunapee Regional Planning Commission will utilize the funding for two projects: Develop a Short Range Transit Operations Plan for Southwestern Community Services and to update the Public Transit and Human Services Coordination Plan for Sullivan and Grafton Counties.

The Upper Valley-Lake Sunapee Regional Planning Commission can accomplish this work for a total fee not to exceed \$125,000.00. The funding to be used is from, FHWA Consolidated Planning Grant funds and local funds. The Federal portion \$100,000.00 is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional \$25,000.00 in local funds (collected by Upper Valley-Lake Sunapee Regional Planning Commission to be applied towards total cost).

The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. 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 Executive Council approval, will be on file at the NHDOT.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program. 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

SFY 2018 & 2019 FTA Section 5305(c) Statewide Planning & Research Program Application Review

Weight	CNHRPC Boarding, Alighting and Schedule Adherence Study (WITHDRAWN: to be funded as part of CAT RTAP study)			CNHRPC Coordinated Transit and Human Services Transportation Plan			NRPC Regional Transit System Service Expansion Study			SWRPC Intermodal Transportation Center Feasibility Study			UVLSRPC Short Range Transit Operations Plan for Southwestern Community Services			UVLSRPC Public Transit and Human Services Coordination Plan updates for Sullivan and Gratton Counties		
	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
Y/N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Y/N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
25%	9	8	14.2%	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
25%	8	8	13.3%	8	9	9	9	9	9	9	9	9	9	9	9	9	9	9
20%	9	9	12.0%	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
10%	5	6	3.7%	5	5	6	5	6	5	6	5	6	5	6	5	6	5	6
10%	10	10	6.7%	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
10%	9	8	5.7%	8	10	10	9	9	9	9	9	9	9	9	9	9	9	9
100%	50	0	49	44	47	48	59	54	56	92.8%	42	48	42	75.2%	43	49	45	51

Notes: (1) No justification for not using MPO apportionment
 (2) No letter(s) of support though CAT and City of Concord are listed as collaborating partners
 (3) Not directly but project is a joint effort with CNHRPC and LRPC with both providing local matching funds
 (4) No letter(s) of support
 (5) Both CNHRPC & LRPC propose toll credits for 50% of match though no letters of request or approval are provided
 (6) Not directly but project requires the hiring of a consultant.
 (7) No letter(s) of support
 (8) SWRPC proposes toll credits for 50% of match though no letter of request or approval is provided
 (9) No MPO funding. Match is provided by CTAA grant.
 (10) (Removed)
 (11) No letter(s) of support
 (12) (Removed)
 (13) No letter(s) of support

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 10

Point Value	Explanation
0	None. Not addressed or response of no value
1 - 3	Fair. Limited applicability
4 - 6	Good. Some applicability
7 - 8	Very Good. Substantial applicability
9 - 10	Excellent. Total applicability

BUREAU OF PLANNING & COMMUNITY ASSISTANCE
TABLE OF CONTENTS

PREAMBLE.....1

ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED 2

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

ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY 4

A. GENERAL FEE 4

B. SALARY, BENEFITS AND INDIRECT COSTS 4-5

C. DIRECT EXPENSES 5-6

D. FIXED FEE 6

E. PAYMENTS 6

F. RECORDS - REPORTS 6

ARTICLE III - GENERAL PROVISIONS..... 7

A. HEARINGS, ETC. 7

B. CONTRACT PROPOSALS..... 7

ARTICLE IV - STANDARD PROVISIONS 8

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
7. ATTACHMENT-UVLSRPC APPLICATION

ACTICLE I

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

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

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

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

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

B. SCOPE OF WORK

The Upper Valley-Lake Sunapee Regional Planning Commission will utilize the funding for two projects. Develop a Short Range Transit Operations Plan for Southwestern Community Services and to update the Public Transit and Human Services Coordination Plan for Sullivan and Grafton Counties.

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.

ARTICLE I

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.

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 \$125,000.00 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 \$125,000.00 fee, approximately 80% (\$100,000.00) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 20% (\$25,000.00) from the Upper Valley-Lake Sunapee Regional Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$100,000.00 total amount).

B. SALARY, BENEFITS AND INDIRECT COSTS

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

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

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

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

ARTICLE II

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

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

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

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

C. DIRECT EXPENSES

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

ARTICLE II

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

D. FIXED FEE

Blank

E. PAYMENTS

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

F. RECORDS - REPORTS

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

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

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

Blank

B. CONTRACT PROPOSALS

Blank

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

Blank

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

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is at 10 Water Street, Lebanon, NH 03766.

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

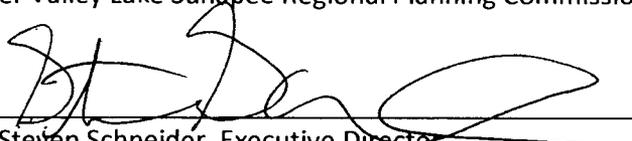
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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 Upper Valley Lake Sunapee Regional Planning Commission, hereby certifies that it has not developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 1126 and that it has not, filed with the Joint Reporting committee, the Deputy Assistant Secretary for Federal Contract Compliance, United States Department of Labor or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

Upper Valley Lake Sunapee Regional Planning Commission

By: 
Steven Schneider, Executive Director

Date: December 13th, 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 sub consultants 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 sub consultants 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.

CERTIFICATON OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Executive Director and duly-authorized representative of the Upper Valley Lake Sunapee Regional Planning Commission, and that neither I nor the Commission I hereby 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.

Date 12/13/17

Signature 
Steven Schneider, Executive Director

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

(SEAL)

Consultant

CONSULTANT

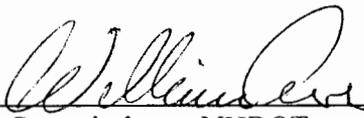
Dated: 12/13/17

By: 
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

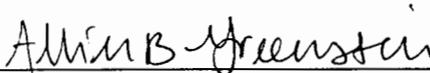
Dated: 1/24/18

By: 
Commissioner, NHDOT

Attorney General

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

Dated: 2/20/18

By: 
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

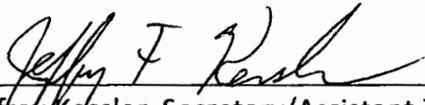
By: _____
Secretary of State

CERTIFICATE OF VOTE

I, Jeffrey Kessler, Secretary/Assistant Treasurer of the Upper Valley Lake Sunapee Regional Planning Commission, do hereby certify that at a meeting held on June 20, 2017:

1. I am the duly elected and acting Secretary/Assistant Treasurer of the Upper Valley Lake Sunapee Regional Planning Commission (UVLSRPC) established pursuant to the laws of the State of New Hampshire RSA 36:45-53.
2. The UVLSRPC Commission authorized the Executive Director, Steven Schneider, 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 1 above:

IN WITNESS WHEREOF, I have hereunto set my and as the Secretary/Assistant Treasurer of the Upper Valley Lake Sunapee Regional Planning Commission on the 13th day of December 2017.

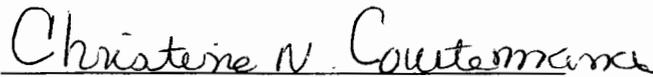


Jeffrey Kessler, Secretary/Assistant Treasurer

STATE OF NEW HAMPSHIRE
County of Grafton

On this 13th day of December 2017, before me Christine Courtemanche, the undersigned officer, personally appeared, Jeffrey Kessler, who acknowledged himself to be the Secretary/Assistant Treasurer of the Upper Valley Lake Sunapee Regional Planning Commission and that he, as such Secretary/Assistant Treasurer, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and office seal



Commissioner of Deeds

My Commission Expires: October 29, 2019





CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	Member Number:	Company Affording Coverage:
Upper Valley Lake Sunapee Regional Planning Commission Upper Valley Lake Sunapee Regl P.C. 10 Water Street, Ste 225 Lebanon, NH 03766	570	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - If Statutory Limits May Apply
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence \$ 1,000,000
			General Aggregate \$ 2,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	7/1/2017	7/1/2018	Combined Single Limit (Each Accident) Aggregate Included in the above
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory
			Each Accident
			Disease - Each Employee
			Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: The Certificate Holder is included as Additional Insured with respect to the General Liability coverage for ongoing operations when required by written contract between the Certificate Holder and Named Insured. With regards to grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 1/9/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301					



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	Member Number:	Company Affording Coverage:
Upper Valley Lake Sunapee Regional Planning Commission Upper Valley Lake Sunapee Regl P.C. 10 Water Street, Ste 225 Lebanon, NH 03766	570	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - No Statutory Limits May Apply If Not	Apply If Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease -- Each Employee	\$2,000,000
			Disease -- Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 1/4/2018 tdenver@nhprimex.org
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

NON-DISCRIMINATION ASSURANCES

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

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

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

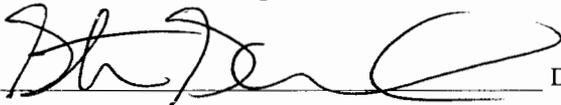
The AGENCY TITLE, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on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

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

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

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

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

Signature  Date: 12/13/17

Name/Title Steven Schneider

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.



Upper Valley Lake Sunapee
Regional Planning Commission

February 23, 2017

Mr. Frederick Butler
NH DOT Bureau of Rail and Transit
7 Hazen Drive
P.O. Box 483
Concord, NH 03302

**Re: Section 5305e- Statewide Transportation Planning & Research
Program Grant Application**

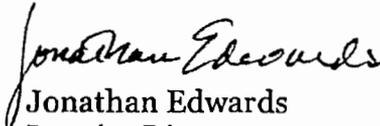
Dear Fred:

Enclosed is our grant application for Statewide Transportation Planning Program funding to up-date Public Transit and Human Services Coordination Plans for Sullivan and Grafton County.

We completed both plans in 2012 and they now require up-dates so that the public transportation services in each county may to continue to be eligible for FTA funding.

If you have any questions regarding this submission, please do not hesitate to call me at (603) 448-1680. Thank you in advance for your thoughtful consideration of this important project.

Sincerely yours,


Jonathan Edwards
Interim Director

Enclosure

Upper Valley Lake Sunapee Regional Planning Commission

2017 Human Service and Public Transit Coordination Plans

Updates for Sullivan and Southern Grafton County
Application for FTA Section 5305e Statewide Transportation Planning & Research
Funds

February 23, 2017

APPLICATION

STATEWIDE TRANSPORTATION PLANNING PROGRAM Federal Transit Administration Section 5305e (FY 2018-19)

1. GENERAL INFORMATION

- a. Name of Applicant (Regional Planning Commission)

Upper Valley Lake Sunapee Regional Planning Commission (UVLSRPC)

- b. Address

10 Water Street
Lebanon, NH 03766

- c. Name of Project Manager

Patricia Crocker, MPA
Planner
pcrocker@uvlsrpc.org

2. INFORMATION ABOUT CO-APPLICANT

- a. Name of Co-Applicant
b. Address
c. Contact Name

3. PROJECT BACKGROUND

The UVLSRPC'S region encompasses Sullivan and Southern Grafton County. Human Service and Public Transit coordination plans were completed in 2012 and are due for updates to meet the requirements for continued FTA /NH DOT funding in the upcoming years. The geographic boundaries of the UVLSRPC encompass two State Coordinating Council Regions: Sullivan County Region 4 and Grafton-Coos County Region 1.

Initially Grafton and Coos Counties were to be two separate coordination regions and thus two coordination plans cover coordination Region 1. During FY 2016, North Country Council completed the plan for the northern part of Region 1. Despite the combination of the two regions, we must complete a plan up-date for the southern part of the coordination region covering Southern Grafton County.

4. SCOPE OF WORK

Task 1 – Public & Organizational Participation

Public outreach will be a critical component in updating the existing coordination plans. This task will focus on including municipalities and human service organizations including those that straddle regions, and will employ the RCC in each of the regions to provide input and guidance throughout the process. A concerted effort will emphasize consultation with individuals and organizations that are not actively involved in the current RCC's including riders and those with special needs.

Task 1A Public Planning Forums

Upper Valley Lake Sunapee Regional Planning Commission will host one community forum and one focus group in each region to gather information about current coordination and public transportation issues. UVLSRPC will provide the following in support of the community forums:

- Organization
- Planner facilitation at meetings/focus groups
- Summary of meeting results

Task 1B. Administer Transit Surveys

UVLSRPC will administer Surveys of Transportation Services to human service and transportation providers. The Commission will distribute the survey and tabulate the results.

Task 1C United We Ride - Framework for Action Assessment

Using the Federal Transit Administration's United We Ride Framework for Action tools, UVLSRPC will assess existing transportation and human service coordination efforts in the Regions.

Task 1 Work Products

- Organize and Host a Community Forum/Focus Group in Each Region
- Facilitate and Summarize Meetings
- Administer Survey of Transportation Services
- Framework for Action Assessment

Task 2 - Data Collection and Analysis

Task 2A Data Collection

Review data in the following:

- Upper Valley Lake Sunapee Regional Plan, 2015
- Sullivan County Coordination Plan, 2012
- Southern Grafton Coordination Plan, 2012
- North Country Coordination Plan, 2016

Supplement and update data included in the studies where necessary with most recent available data to complete the Sullivan and Southern Grafton Plans. Contact key individuals from local organizations, transportation providers, human service agencies, and municipal staff to supplement information needs.

Task 2B Analysis and Mapping

Existing Services

Prepare an existing transportation services map based on data and guidance from transportation and human service providers.

Population

Collect and analyze pertinent population data (local and regional) particularly with regard to trends to understand the disabled, low-income and elderly population needs.

Estimate Rural Passenger Transportation Demand

Using previously published and collected data, estimate existing program-related and non-program-related rural passenger transportation demand.

Transportation Facilities and Services

Inventory, analyze and map relevant transportation facilities, such as park-and-rides, bus stops, and transfer locations. Provide qualitative estimates of facility requirements as it relates to population projections and land use patterns and identify future infrastructure requirements.

Transportation and Circulation

Update descriptive overview of Sullivan and Southern Grafton County's roadway and transportation system, and generally identify areas where improvements are warranted to support of the Region's overall goals and objectives. This section shall include a general inventory of the following: major roadways, public transit services, and pedestrian and bicycle facilities.

Task 2 Work Products

Summaries pertaining to:

- Population characteristics
- Demand Estimates
- Transportation Facilities and Services

Map products to include:

- Existing services map
- Transportation facilities map

Task 3 – Policy and Strategy Development

Using public input and the analysis and mapping results, revise coordination strategies. This task will also provide an opportunity to refine the existing strategies from the current plans, for instance, identifying specific steps to improve coordination between transportation providers and medical facilities and coordination among Regions. This process will be facilitated using targeted interviews and focus group meetings with community members.

Task 3 Work Products

- Interviews and focus group meetings
- Revised coordination strategies

Task 4 – Prioritize Strategies and Create an Implementation Schedule

Work with the RCC's to prioritize the amended coordination strategies. Develop a schedule for the implementation of strategies and projects by identifying responsibilities and timeframes. This process will occur during a series of meetings with the RCC's.

Task 4 Work Products

- Prioritization meetings with the RCC
- Prioritized coordination strategies
- Implementation schedule

Task 5 – Finalize Sullivan and Southern Grafton County Coordination Plans

Work with the Regional Coordinating Councils to present the plan findings and implementation strategies to the public

Task 5 Work Products

- 2 Public Hearings - 1 in each Plan Region
- Adoption of the revised Sullivan County Coordination Plan
- Adoption of the revised Southern Grafton County Coordination Plan

5. PROJECT BUDGET

Federal Funding 80%	\$50,000
Local Match 20%	<u>\$ 12,500</u>
TOTAL COST	\$62,500

6. PROJECT TIME LINE

Proposed Schedule

We anticipate each coordination plan to be completed within a 12 month period during the 24 month course of the UPWP term beginning July 1, 2017 and ending June 30, 2019. Below is a suggested timeline.

	Proposed Project Timeline											
Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
1A												
1B												
1C												
2A												
2B												
3												
4												
5												

Upper Valley Lake Sunapee Regional Planning Commission

Short Range Transit Operations Plan Southwestern Community Services

Application for 5305e Statewide Planning and Research Funds to Complete a Short
Range Transit Operations Plan

May 24, 2017

APPLICATION

STATEWIDE TRANSPORTATION PLANNING PROGRAM Federal Transit Administration Section 5305e (FY 20118-19)

1. GENERAL INFORMATION

- a. Name of Applicant (Regional Planning Commission)

Upper Valley Lake Sunapee Regional Planning Commission (UVLSRPC)

- b. Address

10 Water Street, Suite 225
Lebanon, NH 03766
Phone: 603-448-1680

- c. Name of Project Manager

Patricia Crocker, MPA
Planner
pcrocker@uvlsrpc.org

2. INFORMATION ABOUT CO-APPLICANT

- a. Southwestern Community Services

b. 96-102 Main Street, PO Box 1338
Claremont, NH 03743
Phone: 603.542.9528
Fax: 603.542.3140

- c. Keith Thibault, Chief Development Officer; Terri Paige, Transportation Director

3. PROJECT BACKGROUND

Community transportation services in Sullivan County have recently undergone a major realignment with the demise of the Community Alliance of Human Services in October of 2016. The new organization selected to serve as the Sullivan County Regions designated public transit agency is Southwestern Community Services.

This organization, although a well established and competent provider of a variety of community service programs and management expertise in operating federally funded programs is new to the operation of public transportation. They have been provided support from the NHDOT and the Upper Valley Lake Sunapee Regional Planning Commission, but moving forward the organization would like to consider improving and

enhancing the services provided, evaluate the existing route structures and potential for new or revised route structures, strategies for working with regional employers to better meet the needs of their workforce, marketing and rebranding strategies and development of sustainable funding streams for the coming years.

SCS is the recipient of a grant for operations and planning assistance through the Community Transportation Association of America (CTAA) that was to focus on developing strategies to expand the existing service base and develop partnerships with employers. This grant, however, does not provide sufficient resources to undertake the comprehensive overhaul of the services that will be needed for growth and stability in the future and the development. This application proposes to leverage the assistance available through CTAA to undertake a full Short Range Transit Operations Plan for Southwestern Community Services in Sullivan County.

This project has the following goals:

- 1) To develop an Operations Plan for the Transit Services
- 2) To develop a series of transit service design alternatives for implementation.
- 3) To develop a Financial Plan detailing the short-term and long-term capital and operating costs of the service.
- 4) To create a marketing plan and rebranding strategy that will be ready for implementation in the short term.
- 5) To identify structures for partnering with local municipalities and employers to meet workforce transportation needs

4. SCOPE OF WORK

UVLSRPC will lead implementation of the prescribed planning services. In addition, the UVLSRPC will convene a Project Advisory Committee that will provide feedback and guidance during the course of the study. Members of the Project Advisory Committee will area employers, other key local government staff, Central NH Regional Planning Commission, and ex-officio representation by NHDOT. UVLSRPC, and members of the Project Advisory Committee, will solicit proposals for consulting.

The Scope of Work will consist of the following tasks:

Tasks 1 A and 1B will be the responsibility of UVLSRPC:

Task 1: General Planning

- Serve as Project Manager and Point of Contact;
- Lead and facilitate outreach efforts and communications with the general public and other stakeholders;

- Prepare for and facilitate Advisory Group Meetings and communications with the Advisory Group; and
- Oversee the development, production and distribution of the Short Range Transit Operations Plan

Task 1B: General Administration

- Oversee all reporting requirements to New Hampshire DOT; and
- Administer all disbursement, billing, and financial management associated with the project.

Tasks 2 and 3 will be the responsibility of the Professional Consultant:

Task 2: Development of Service Design & Operations Plan

- Examine existing services and develop route design alternatives based on connections to existing services;
- Conduct research as necessary to understand regional and local market characteristics;
- Meet with Project Advisory Committee to gather input on possible routes/schedules;
- Work with local law enforcement or other appropriate officials to assure ensure that the location of proposed transit stops meet all applicable municipal regulations and/or ordinances;
- Develop indicative schedule(s), route(s), and proposed route stops. Develop recommendations for vehicle type, number of vehicles needed for service, and rough vehicle specifications;
- Provide information on models of similar transit services in the region and other parts of the U.S. and provide summaries of service design, funding, and ridership; and
- Attend four public meetings: Two meetings early on in the process will be held to gather transit needs information from the communities on each of the route. The third and fourth public meetings will be held to present proposed routes and schedules information in order to gather feedback from area residents and visitors.

Task 3: Development of Financial Plan

- Develop both a short and long-term financial plan for capital and operating costs;
- Develop operating cost estimates including personnel/indirect costs, insurance, vehicle maintenance/repair, fuel, marketing, and capital depreciation. Cost estimates should be based on current industry costs for labor, equipment, services, and facilities in the region;
- Produce estimates of revenue, which may include fares, advertising, State, Federal, local sources, and direct contributions from private sources;
- Develop capital cost estimates based on the recommended vehicle type and number of vehicles. Capital costs may include shelters, signs and other items to improve ridership and service delivery;
- Research and propose current and future funding sources for the purchase of vehicles and proposed operating costs;
- Develop a five-year implementation plan, with key milestones, action items, and responsible agencies to carry out financial obligations; and

Task 4 will be the responsibility of the CTAA Professional Consultant:

Task 4: Marketing and Branding Plan

- Develop a marketing plan and rebranding strategy to include implementation framework and time line.
- Once a final route/schedule is developed and approved by the Project Advisory Committee, provide a schedule and route map(s) suitable for use as a stand-alone piece and/or publication in brochures, guides, newsletters, or other advertising materials;

Task 5 will be the responsibility of UVLSRPC and the Professional Consultant:

Task 5: Meetings & Correspondence with Project Partners

- Meetings with UVLSRPC and the Project Advisory Committee as needed. It is expected that there will be 4-6 meetings during the planning portion of the project.

Deliverables

- Project Advisory Committee Participant List & Interested Parties List
- Project Advisory Committee meeting agendas, materials and minutes
- SCS Short-Range Transit Operations Plan
- SCS Financial Plan
- SCS Marketing and Branding Strategy

5. PROJECT BUDGET

Federal Funding 80%	\$50,000
Local Match 20%	<u>\$12,500</u> CTAA Grant Match
TOTAL COST	\$62,500

6. PROJECT TIME LINE

Proposed Schedule

We anticipate the project to be complete within 12 months of receiving Section 5305e grant funding. Below is a suggested timeline.

Proposed Project Timeline												
Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
1A	█	█										
1B	█	█										
1C		█										
2A		█	█	█								
2B		█	█	█								
3			█	█	█							
4					█	█	█	█	█	█	█	█
5											█	█

