



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
December 14, 2017

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Nashua Regional Planning Commission (Vendor #154661), Merrimack, NH, in the amount of \$50,000.00 for a Nashua Transit System service expansion feasibility study from October 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:

04-096-096-962515-2944	<u>FY 2018</u>	<u>FY 2019</u>
SPR Planning Funds		
072-500575 Grants to Non-Profits-Federal	\$25,000.00	\$25,000.00

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 Nashua Regional Planning Commission will utilize the funding to assist the Nashua Transit System to evaluate the feasibility of providing regional transit service to the Nashua Transportation Management Area and Nashua Regional Planning Commission region.

The Nashua Regional Planning Commission can accomplish this work for a total fee not to exceed \$62,500.00. The funding to be used is from FHWA Consolidated Planning Grant funds and local funds. The Federal portion \$50,000.00 is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional \$12,500.00 in local funds (collected by Nashua Regional Planning Commission to be applied towards total cost).

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria F. Sheehan".

for

Victoria F. Sheehan
Commissioner

Attachments

BUREAU OF PLANNING & COMMUNITY ASSISTANCE
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ARTICLE I

NASHUA 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 Nashua Regional Planning Commission, with principal place of business at 9 Executive Park Drive, Suite 201 in the Town of Merrimack, 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 Nashua 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 Nashua Regional Planning Commission.

B. **SCOPE OF WORK**

The Nashua Regional Planning Commission will utilize the funding to assist the Nashua Transit System to evaluate the feasibility of providing regional transit service to the Nashua Transportation Management Area and Nashua Regional Planning Commission region.

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

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

D. **WORK SCHEDULE AND PROGRESS REPORTS**

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

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

ARTICLE I

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

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

F. DATE OF COMPLETION

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

ARTICLE II

ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY

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

A. GENERAL FEE

The cost of all work and expenses under this AGREEMENT shall not exceed \$62,500.00 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 \$62,500.00 fee, approximately 80% (\$50,000.00) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 20% (\$12,500.00) from the Nashua Regional Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$50,000.00 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. Employee benefits shall include holiday, sick and vacation pay, Commission's share of group medical

ARTICLE II

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

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

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

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

C. DIRECT EXPENSES

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

ARTICLE II

D. FIXED FEE

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E. PAYMENTS

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

F. RECORDS - REPORTS

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

Blank

B. CONTRACT PROPOSALS

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ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. **STANDARD SPECIFICATIONS**

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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 9 Executive Park Drive, Suite 201, Merrimack, NH 03054.

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

C. **EXTENT OF CONTRACT**

1. **Contingent Nature of AGREEMENT**

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

2. **Termination**

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

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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.

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Status of the COMMISSION

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

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2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

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5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

(1) programs of the DEPARTMENT such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: The COMMISSION with regard to the work performed by it during the AGREEMENT shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The COMMISSION shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of

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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.

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- (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).

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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 OF CONSULTANT/SUBCONSULTANT

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

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

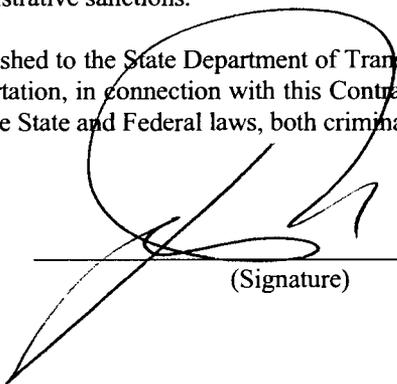
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving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

except as here expressly stated (if any):

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

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

12/11/17
(Date)


(Signature)

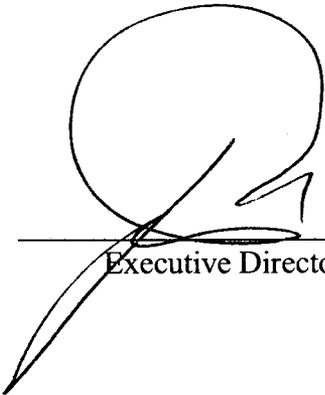
IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

Consultant

CONSULTANT

Dated: 12/11/17

By:  _____
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

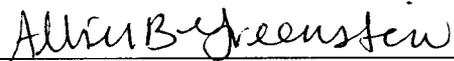
Dated: 12/15/17

By:  _____
For 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: 1/8/2018

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



NRPC

NASHUA REGIONAL PLANNING COMMISSION

CERTIFICATE OF VOTE

I, Susan Ruch, Chair of the Nashua Regional Planning Commission do hereby certify that at a meeting held on June 21, 2017:

1. I am the duly elected and acting Chair of the Nashua Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Nashua Regional Planning Commission authorized the Executive Director, to execute any documents which may be necessary to effectuate contracts;
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:

Jay Minkarah, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Nashua Regional Planning Commission on this 11th day of December 2017.

Susan Ruch
Susan Ruch, Chair

STATE OF NEW HAMPSHIRE
County of Hillsborough

On this 11th day of December 2017, before me, Karen M. Baker, the undersigned officer, personally appeared Susan Ruch, who acknowledged herself to be the Chair of the Nashua Regional Planning Commission, and that she, as such Chair, 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.

Karen M. Baker
Karen M. Baker, Notary Public

KAREN M. BAKER, Notary Public
State of New Hampshire
My Commission Expires August 3, 2021

(Official Seal)



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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Nashua Regional Planning Commission 9 Executive Park Drive Suite 201 Merrimack, NH 03054	519	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Coverage Category	Effective Date (mm/dd/yyyy)	Expiry Date (mm/dd/yyyy)	Statutory Limit	Limit
<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 <input type="checkbox"/> Any auto	7/1/2017	7/1/2018	Combined Single Limit (Each Accident)	\$500,000
				Aggregate	\$500,000
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: The certificate holder is named as Additional Covered Party, but only to the extent liability is based 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. The Participating Member will advise of cancellation no less than 15 days prior to cancellation. Certificate is valid as long as Participating Member is in good standing with Primex.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Transportation Lazen Drive Concord, NH 03302					By: Tammy Denver
					Date: 4/7/2017 tdenver@nhprimex.org
					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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: Nashua Regional Planning Commission 9 Executive Park Drive Suite 201 Merrimack, NH 03054	Member Number: 519	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit
General Liability (Occurrence Form) 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)
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
State of New Hampshire Department of Transportation Hazzen Drive Concord, NH 03302			By: Tammy Denver Date: 4/7/2017 tdenver@nhprimex.org Please direct inquires 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:

12/11/17

Name/Title Jay Minkarah, 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.

Nashua Regional Transit Expansion Project Proposal

Project Purpose and Need

The Nashua Regional Planning Commission, in close coordination with the Nashua Transit System, proposes to evaluate the feasibility of regional transit service in the Nashua Region. The Nashua Transit System (NTS) Comprehensive Plan 2016-2025 identified expanded transit service as a primary goal. Approximately 58 percent of residents in the Nashua Region do not have access to fixed-route transit service because transit service does not extend beyond the Nashua City boundaries. The Nashua Urbanized Area (UZA) / Transportation Management Area (TMA) is the largest Urbanized Area in New Hampshire and the only one not served by a regional transit system. To address this deficiency this project will examine transit service beyond the Nashua City limits and consider possible routes that would provide service along:

- NH101A between Nashua and Milford;
- Continental Boulevard between Nashua and Merrimack;
- Daniel Webster Highway (NH3) between Nashua and Merrimack; and
- NH 3A in Hudson.

These corridors connect large outlying population centers and provide access to employment centers in the region. Providing transit from the western and northern communities of the region improves opportunity to access intercity bus service to Boston and future passenger rail service along the Capitol Corridor. In addition, this project presents an opportunity to investigate transit connections between The Nashua Transit System and other regional transit providers, which could improve access between Nashua, Manchester, Derry and Salem.

Providing regional transit service has the potential to improve congestion, provide access to jobs, and augment existing demand response service provided throughout the region. Regional transit also creates vibrant communities, encourages active transportation, reduces air pollution and greenhouse gas emissions, and supports economic prosperity.

The planning justification for this is extensive and found in a number of state wide and regional plans, including:

- NRPC Metropolitan Transportation Plan - 2014
- Nashua Transit System Comprehensive Plan - 2016-2015
- NRPC Locally Coordinated Transportation Plan for the Nashua and Milford Region- 2016
- NRPC Ten Year Plan Transportation Improvement Plan
- NH Long Range Transportation Plan 2010 – 2030

The context and applicability of these plans relative to this proposal are discussed under Criteria 2 in the project justification section below.

Scope of Work

The Scope of Work will consist of the following phases and tasks:

A. General Administration

NRPC will lead the implementation of the prescribed public outreach and planning initiative describe in this proposal.

Task A1: Project Administration:

- Oversee all reporting requirements to New Hampshire DOT, and,
- Serve as Project Manager and Point of Contact
- Administer all billing and financial management associated with the project

B. Public Outreach:

A critical barrier to expanding public transportation in southern New Hampshire is a deficiency in the understanding of transit system operations, costs and benefits. NRPC will conduct a series of public outreach events to educate the public, state and local elected officials and business leaders on the challenges and benefits of expanding transit service in the region. The outreach effort will be designed to measure improved understanding of the demand for transit service, the cost of service and the value provided by that service.

The public outreach phase of the project will also include an opportunity for transit dependent populations and traditionally underserved populations to provide input on proposed routes, types of service and transit stop locations through interactive exercises. NRPC will work closely with social service providers and the Souhegan Valley Transportation Collaborative to ensure a comprehensive understanding of the potential interaction between demand response service and potential fixed route expansion.

A critical education component of transit service is to recognize the benefits beyond traditional traffic engineering measures. The benefits of regional transit go beyond reductions in congestion and improved air quality. There is a measureable benefit to the growth of vibrant and healthy communities, increases in active transportation and access to jobs, healthcare and intercity transit.

The overarching goal of the outreach effort is to have a measureable increase in the understanding of the operational challenges and potential benefits to the region. The project aims to identify areas of consensus where support for public transit can be established.

Public Outreach tasks will include:

Task B1: Surveys and Performance Based Planning Techniques:

The project will begin with the development of surveys and interviews designed to gauge public understanding of and support for transit service. Surveys and interviews will be administered at the beginning of the public outreach process to establish baseline knowledge. Follow up surveys and interviews will be administered at the end of the public outreach task to measure increased understanding of public transit issues. An important outcome of this task is to debunk myths about transit service.

Regional Transit System Service Expansion Study Proposal 2017
FTA Section 5305(e) SFY 2018-2019 SPR Proposal

To do this, NRPC will:

- Develop Surveys
- Establish Planning Based Performance Metrics
- Distribute / Conduct Survey
- Obtain Additional Input
- Tabulate Results

Task B2: Transit Planning Charrettes

The primary vehicle for public outreach will be up to four Charrette style public input sessions. The one half day Charrettes will be designed to provide local elected officials, business leaders, social service agencies and the public an understanding of the components that must be assembled to establish transit service in the region. The Charrettes will address topics including but not limited to:

- An explanation of the types of service: fixed route, deviated fixed route, demand response
- A review and explanation of FTA funding categories
- Understanding nonfederal match
- A basic understanding of headway and why it matters
- Ridership Potential
- Place-making and community and economic benefits
- Bicycle and pedestrian connection
- Rideshare Technology and volunteer driver programs

The charrettes will include interactive mapping exercises where participants will identify potential origins and destinations for future transit service. Input from all participants will be compiled and summarized into meeting reports. The information collected will be used to support phase two of the project, the operational analysis and feasibility review.

In preparation for the Transit Planning Charrettes NRPC will:

- Develop materials that will be used during public outreach to illustrate possible transit routes, service types, level of transit need along routes, estimated costs of service.
- Research and develop materials highlighting the land use opportunities afforded by effective transit systems.
- Partner with local Chambers of Commerce to increase the outreach opportunities
- Research the potential use of rideshare technology to support regional transit and improve efficiency

Task B3 Transit Workshop Series

In addition to the transit planning charrettes, up to four transit workshops will be organized and held throughout the region. These workshops will be one to two hours in length and target transit dependent and underserved populations. Locations for the workshops may include high schools, elderly facilities, businesses and social service centers.

Task B4: Data Analysis and Results

Results from the surveys and public outreach events will be compiled and developed into an ESRI Arc View Story Map and made available on line.

Regional Transit System Service Expansion Study Proposal 2017
FTA Section 5305(e) SFY 2018-2019 SPR Proposal

- Compile and report results of pre and post survey
- Compile feedback from public outreach effort for use in Operational Analysis and Feasibility Review
- Summarize information into a “What we Heard” Report

C. Operational Analysis/Feasibility Review

Using the information and data collected in the public outreach phase of this study NRPC will evaluate the potential for expanded transit service in the region. Expanding transit service in the Nashua region requires a review of the regulatory framework at the local and state level to assess the feasibility of providing service across municipal boundaries. This will include a review of the City of Nashua statutes enabling the current transit service provided by NTS. It will also include a review of the Manchester Transit Authority funding structure, Advanced Transit funding structure and Cooperative Alliance for Seacoast Transportation enabling legislation.

Operating public transit service at the regional level will require federal funding to support operations and long term capital needs of the service. NRPC will work with Nashua Transit System, Federal Transit Administration and New Hampshire DOT to quantify the funding challenges to expanding regional transit service. This will include an assessment of the federal dollars needed to expand service in a sustainable manner. This phase of the project will also identify the challenges of securing non-federal matching dollars to support sustainable operations. NRPC will assess various models to support generating matching revenue including but not limited to:

- Public Private Partnership Opportunities
- Tax Increment Financing (TIF)
- Local vehicle registration fees
- Collaboration between communities

NRPC will evaluate the benefits of the recommended service expansion from the Nashua Transit System (NTS) Comprehensive Plan 2016-2025. There is a mutually supportive relationship between land use, accessibility, mobility and the availability of reliable transit service. NRPC will address a variety of community and economic development opportunities including:

- Vibrant, healthy communities
- Active transportation supporting bicycle and pedestrian connections
- Access to jobs, healthcare
- Ladders of opportunity

Finally, NRPC will research and analyze the regions road connectivity, bicycle and pedestrian connectivity and land development patterns to assess the implications for developing a viable, sustainable regional transit service.

Tasks will include:

Task C1: Research and Data Analysis

- Extract data from the NTS Comprehensive Plan
- Review of public input and information gathered in phase one of the study

Regional Transit System Service Expansion Study Proposal 2017
FTA Section 5305(e) SFY 2018-2019 SPR Proposal

- One page case studies documenting regulatory framework supporting regional transit throughout the state
- Conduct a peer review of similar transit services in the New Hampshire and New England and provide summaries of service design, funding, and ridership,
- Conduct research as necessary to understand regional and local market characteristics,
- Identify priority expansion routes

Task C2: Operation and Feasibility

- Coordinate with The Nashua Transit System to develop operational plans for highest priority routes
- Develop recommendations for vehicle type, the type of service and number of vehicles needed for service,
- Summarize opportunities for pedestrian and bicycle connectivity where applicable
- Evaluate land use and community and economic development opportunities

Task C3: Financial Analysis

- Develop both short and long-term financial estimates for capital and operating costs,
- Research and propose current and future funding sources for the purchase of vehicles and proposed operating costs.
- Evaluate availability of Federal Transit Administration Funding and models for sustainable match

Task C4: Final Report and GIS Story Map

- Project report that summarizes study process and results, including,
 - Summary of public outreach events,
 - Recommendations for routes, service type and vehicle types, service schedules,
 - Financial estimates for capital and operating costs,
 - Summary of funding sources
- GIS story map that illustrates the results of the final report.

General Criteria

Eligibility

NRPC is the MPO for the region and is therefore eligible to apply for this funding.

Justification

The scope of this project includes a significant amount of research and extensive public outreach that would exceed the types of projects that are typically accommodated in the annual UPWP and therefore would need an additional funding source to successfully complete this outreach effort and analysis. In addition, MPO resources are currently dedicated to addressing Transportation Management Area requirements and prevent a project of this scope being accommodated through traditional technical assistance support.

Weighted Criteria

Criteria 1 (25%)

The applicant provides clear details regarding the project, including schedule and breakdown of tasks based on approximate staff hours & budget per task as well as deliverables.

A detailed Project Scope is provided at the beginning of this document. The project budget, project schedule, and a table of staff hours by task provided here.

Project Budget

Task	Description	Task Total
A	Project Administration	
	1. Oversee all reporting requirements to New Hampshire DOT	\$1,475.55
	2. Administer all billing and financial management associated with the project	\$1,370.03
	<i>Task Subtotal</i>	<i>\$2,845.58</i>
B	Public Outreach	
	1. Surveys and Performance Based Planning Techniques	\$3,959.89
	2. Transit Planning Charrettes	\$18,451.80
	3. Transit Workshop Series	\$4,695.30
	4. Compile public outreach results	\$4,304.70
<i>Task Subtotal</i>	<i>\$31,411.69</i>	
C	Operational Analysis/Feasibility Review	
	1. Research Data and Analysis	\$4,209.08
	2. Operation and Feasibility	\$4,443.08
	3. Financial Analysis	\$3,809.70
	4. Final Report and GIS Story Map	\$15,186.60
<i>Task Subtotal</i>	<i>\$27,648.45</i>	
	Total	
	Personnel Budget	\$61,905.71
	Direct costs (Copies and Maps)	\$594.29
	Total Project Budget	\$62,500.00

**Regional Transit System Service Expansion Study Proposal 2017
FTA Section 5305(e) SFY 2018-2019 SPR Proposal**

Project Schedule

Task	Description	FY 2018												FY 2019											
		July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
A. Project Administration																									
	1. Oversee all reporting requirements	▶																							
	2. Administer all billing & financial management	▶																							
B. Public Outreach																									
	1. Surveys & Performance Based Planning Techniques	▶																							
	2. Transit Planning Charrettes	▶																							
	3. Transit Workshop Series	▶																							
	4. Data Analysis and Results	▶																							
C. Operational Analysis/feasibility Review																									
	1. Research & Data Analysis	▶																							
	2. Operation and Feasibility	▶																							
	3. Financial Analysis	▶																							
	4. Final Report & GIS Story Map	▶																							

Staff Hours by Task

Task	Senior							Total \$ by Task
	Assistant Director Hours	Senior GIS Planner Hours	GIS Manager Hours	Regional Planner II Hours	Regional Transportation Planner Hours	Regional Planner I Hours	Program Assistant Hours	
A. Project Administration								
A1. Project reporting	10					10		\$1,475.55
A2. Billing and financial management	10						10	\$1,370.03
B. Public Outreach								
B1. Surveys and Performance Based Planning	5			20	20		20	\$3,959.89
B2. Transit Planning Charrettes	40	40	40	40	40	40	40	\$18,451.80
B3. Transit Workshop Series	20			20	20		10	\$4,695.30
B4. Compile public outreach results	5	5	5	25	25			\$4,304.70
C. Operational Analysis/feasibility Review								
C1. Research and Data Analysis	10			20	20	20		\$4,209.08
C2. Operational and Feasibility Analysis	20			10	20	20		\$4,443.08
C3. Financial Analysis	20			10	10	20		\$3,809.70
C4. Final Report GIS Story Map		80	40	40	40		20	\$15,186.60
Total Hours	140	125	85	185		205	100	\$61,905.71
Direct Expenses								\$ 594.29
Total Project Cost								\$ 62,500.00

Project Deliverables

- Summary Report of “What We Heard” in the Public Outreach Phase
- Project report that summarizes study process and results, including,
 - Summary of public outreach events,
 - Recommendations for routes, service type and vehicle types, service schedules,
 - Financial estimates for capital and operating costs,
 - Summary of funding sources
- GIS story map that illustrates the results of the final report.

Criteria 2 (25%)

The applicant provides sufficient justification for the proposed project (e.g., includes objective data, cites prior studies that identify a gap, etc).

Justification

Policymakers, residents, and representatives of the business and social services agencies have consistently noted the need for transit service enhancements and extensions in the Nashua Region. Approximately 58 percent of residents in the Nashua Region do not have access to fixed-route transit service because transit service does not extend beyond the Nashua city boundaries. The Nashua Urbanized Area UZA/ Transportation Management Area (TMA) is the largest Urbanized area in New Hampshire and the only one not served by a regional transit system. Eight percent of Nashua households lack access to an automobile (American Community Survey, 2008-2012). In four of the city’s census tracts, clustered in Downtown Nashua, poverty rates exceed 27 percent (ACS, 2008-2012). Transit use for commuting trips in these areas is among the highest of all census tracts in the state (ACS, 2008-2012). Additionally, vehicle availability in Milford and Wilton is among the lowest in the region. In these communities, expanded, regional transit service represents both a lifeline and a ladder to upward mobility.

As noted in the project description, the need for improved transit connections in the Nashua Region, and transit’s importance to the region’s economy and social health and vitality, has been extensively documented by a number of recent plans. These include:

1. Nashua Transit System Comprehensive Plan 2016-2025

NTS Goals; Service Expansion: “NRPC Region: Increase regional mobility by improving transit access in the region with connections to other communities such as the Towns of Hudson, Merrimack, Milford and Wilton as well as destinations like the Merrimack Premium Outlets and Walmart in Amherst or Hudson.

2. Locally Coordinated Transportation Plan for the Nashua and Milford Regions, 2016

“An increase in the frequency of [public transit] service, hours of operation and destinations would greatly enhance service” (LCTP Page 31-33).

The LCTP recommends increasing the range and frequency of service of the public transportation network in the region. More specifically, the Plan says there is a need for transportation to and from destinations outside the City of Nashua, from community to community and inter-community options. It recommends the establishment of demand response, deviated fixed route, or fixed route service to Milford, Hollis/Brookline, Hudson and Merrimack (Page 32).

3. Nashua Regional Plan – Metropolitan Transportation Plan, 2014

“During public outreach efforts, residents consistently advocated for more investment in alternative travel modes. More than any other single investment, expansion of passenger rail service to the region was advocated... the extension of transit service to outlying communities [was also] also frequently cited” (The Nashua Region: A Story Worth Telling, Page 30).

4. Nashua Regional Plan – Community and Economic Vitality Chapter, 2014

“To ensure economic development is accessible to all residents of the region, to satisfy changing consumer preferences and to meet the demands of employers for enhanced connections to surrounding communities and regions, the expansion of transportation options should be directly tied to regional economic development policy.” (CEV Chapter, Page 46).

The Community and Economic Vitality Chapter also specifically cites the need for “*expansion of passenger rail service to the region*” and the “*expansion of transit service to communities surrounding Nashua*” (The Nashua Region: A Story Worth Telling, Page 17).

5. Common Transportation Themes in Municipal Master Plans, 2013

A review of all 13 municipal master plans in the Nashua Region found that nine communities specifically note the need for enhanced public transit service. The Town of Amherst is illustrative. “*Coordinate with regional and state transportation planning agencies to assess future transit needs and potential for linking to Amherst*” (Amherst Master Plan, 2012).

6. NH Long Range Transportation Plan 2010 – 2030

The New Hampshire LRTP says that “major elements of illustrative [statewide] transit needs are...filling of gaps in intra-regional bus...” (Page III-6)

Additionally, the Plan identifies the need for intercity connectivity in regions with large service gaps. From Chapter II (Intercity Transit): “*System Issues – While most major cities have service, there are large service gaps between several regions of the state along important corridors...*”

Criteria 3 (20%)

The project addresses existing service or how to improve connectivity to such

The first phase of the project is designed to increase the understanding of the challenges and benefits to expanding transit service in the Nashua region. After establishing an educated baseline understanding among project stakeholders the study will evaluate options available to expand transit service within the region and improve mobility and accessibility in the communities surrounding Nashua. Analysis of the important destinations that may be served by the regional transit expansion, combined with existing service will highlight service gaps to support possible future service areas.

NTS has an interest in improving their current service and plans to do so through both capital and operating expansions. NTS is also interested in coordinating additional service, by leveraging existing resources, such as the Souhegan Valley Transit Collaborative to expand service within the region.

Regional Transit System Service Expansion Study Proposal 2017
FTA Section 5305(e) SFY 2018-2019 SPR Proposal

Criteria 4 (10%)

The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government (e.g. letters of support)

Support for enhanced public transit connections is well established in the Nashua Region. A scientifically-weighted 2013 telephone poll of Nashua Region residents conducted by the University of New Hampshire Survey Center indicated that 62 percent of residents supported more funding for "Expanding Rail/Bus Service between Major Cities." Of eight investment areas queried, the expansion of bus and rail service attracted the second highest level of support. Moreover, the 62 percent in favor of the measure represented the highest level of support of any region of the state surveyed, as Nashua Region residents were 27 percent more likely to support improved bus and rail connections between cities than residents in other areas of the state. In addition, letters of support, attached to this application, have been provided by:

1. Camille Pattison, General Manager, Nashua Transit System
2. Lincoln Daley, Director of Community Development and Mark Bender, Town Administrator for the Town of Milford
3. Town Council, Town of Merrimack
4. Tracey :Hutchins, President/CEO, Souhegan Valley Chamber of Commerce
5. Christine Jansen, Executive Director, SHARE Outreach, Inc.

Criteria 5 (10%)

The applicant will provide entire cash match (20%) in lieu of utilizing toll credits

In recognition of the vital importance of transit route expansion to the region's mobility and economic competitiveness, the NRPC will provide a 20% cash match to support the grant activities.

Criteria 6 (10%)

The proposed project addresses an FTA Planning Emphasis Area (PEA) or required plan (such as a Coordinated Public Transportation-Human Services Plan)

This project comprehensively addresses several New Hampshire Planning Emphasis Areas as well as all three of the Federal Transit Administration's Planning Emphasis Areas for Fiscal Year 2018.

New Hampshire Planning Emphasis Areas

Congestion Management Process Implementation: Advance development of transportation plans for implementing congestion reduction strategies using an objectives-driven, performance –based approach.

- The NRPC Congestion Management Process includes strategies for increasing bus route coverage and frequencies. These strategies will provide better accessibility to transit to a greater share of the population. Additionally, increasing frequency makes transit more attractive to use. This study will examine the feasibility of increased bus route coverage.

Planning and Environment Linkages (PEL) PEL is also an initiative within FHWA's Every Day Counts (EDC) Innovation Initiative. EDC is designed to identify and deploy innovation aimed at enhancing the safety of our roadways and protecting the environment.

Regional Transit System Service Expansion Study Proposal 2017
FTA Section 5305(e) SFY 2018-2019 SPR Proposal

- Transit expansion can reduce the number of single-occupancy vehicles on our roadways. In addition, effectively planned service can reduce the need for roadway widening resulting less environmental impact and reduce construction costs.

Climate Change & Stormwater Impacts, Resiliency Current estimates indicate that approximately 33 percent of greenhouse gas emissions in the United States come from the transportation sector. Seventy-two percent of the transportation sector's emissions come from road use. Climate change considerations can easily be integrated into the many planning factors, such as increasing safety and mobility, promoting energy conservation and improving livability and the quality of life.

- Transit route expansion can reduce greenhouse gas emissions by reducing single occupancy vehicle trips in the region. Effective service will also enable more bicycle and pedestrian trips, thus promoting energy efficiency by providing transportation options other than the use of single-occupancy vehicles.

Livability and Sustainability: Livable communities offer multiple, convenient transportation and housing options as well as destinations that are accessible to people traveling in and out of cars. Livability is improved when various groups coordinate the quality and location of transportation facilities to broader opportunities such as access to good jobs, affordable housing, and quality schools while balancing environmental sustainability.

- There is a mutually supportive relationship between land use, accessibility, mobility and the availability of reliable transit service. This project will address a variety of community and economic development opportunities including:
 - Vibrant, healthy communities
 - Active transportation supporting bicycle and pedestrian connections
 - Access to jobs, healthcare
 - Ladders of opportunity

Further the operational analysis and feasibility review phase of the project aims to ensure that any proposed regional service is sustainable.

National Planning Emphasis Areas

MAP-21/Fast Act Implementation Transition to Performance Based Planning and Programming

- The public outreach phase of the project is intended to result in measurable outcomes showing improved understanding of transit service. In addition the operational analysis and feasibility review will provide a framework for performance-based planning and the incorporation of scenario-based planning. Since these two elements are central features of the federal MAP-21/Fast Act legislation, this project will ensure consistency with state and federal transportation objectives.
- Performance-based metrics will be identified, consistent with those outlined in the 2014 Regional Plan and MTP and the performance of existing and proposed service extensions will be evaluated.

Regional Transit System Service Expansion Study Proposal 2017
FTA Section 5305(e) SFY 2018-2019 SPR Proposal

Ladders of Opportunity: Access to Essential Services - as part of the transportation planning process, identifies transportation connectivity gaps in access to essential services.

- Expanded transit opportunities offers improved access to transit service to a larger and broader segment of the regional population and this represents both a lifeline and a ladder to upward mobility for an increase number of residents of Nashua region. Regional expansions of the transit system will connect more people to intercity bus service and future passenger rail service providing improved access to jobs and improving opportunity for more of the regions residents.



TOWN OF MERRIMACK, NH

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February 14, 2017

FEB 17 2017

Fred Butler
Public Transportation Administrator
PO BOX 483
Concord, NH 03302

Initial: _____

**Re: Statewide Transportation Planning and Research Program
FTA Section 5305(e)
Public Outreach for Regional Expansion of Nashua Transit System**

Dear Mr. Butler,

The Merrimack Town Council is pleased to provide a letter of support for the Nashua Regional Planning Commission (NRPC) application for Statewide Transportation Planning and Research Program funding. NRPC is partnering with the Nashua Transit System (NTS) to conduct public outreach efforts regarding proposed transit routes that would expand transit service along NH 101A between Nashua and Milford, Continental Boulevard between Nashua and Merrimack and along Daniel Webster Highway (NH3) between Nashua and Merrimack.

The purpose of the outreach effort is to gauge public interest and support for the various transit expansion scenarios.

The Town of Merrimack currently contracts with the Nashua Transit System for limited demand response service and is a member of the Nashua Regional Planning Commission. The Town has a transit dependent population who could greatly benefit from expanded transit service to access employment sites, medical facilities as well as service to retail destinations.

The Town of Merrimack supports a public outreach effort that will gauge the interest of private citizens, businesses and public entities in expanded public transportation in the Nashua region.

If we can be of any help with information or concerns, please feel free to contact the Town Manager's office at 603-424-2331.

Sincerely,

Nancy M. Harrington
Town Council Chairman

Assessing P: 603-424-5136 F: 603-424-0461	Community Development P: 603-424-3531 F: 603-424-1408	Finance P: 603-424-7075 F: 603-424-0516	Human Resources P: 603-424-2331 F: 603-424-0461	Media Services P: 603-423-8561 F: 603-424-0461
Public Assistance P: 603-423-8535 F: 603-424-0516	Public Works Administration P: 603-424-5137 F: 603-424-1408	Town Council P: 603-424-2331 F: 603-424-0461	Town Manager P: 603-424-2331 F: 603-424-0461	

TOWN OF MILFORD

Office of Community Development
Planning • Zoning • Building Safety • Code Enforcement • Health
Economic Development • Active Projects



February 16, 2017

Fred Butler, Public Transportation Administrator

NHDOT - Bureau of Rail and Transit
Room G25, John O. Morton Building
PO Box 483
7 Hazen Drive
Concord, NH 03302-0483

**RE: Letter of Support – FTA Section 5305(e)
Statewide Transportation Planning and Research Program**

Dear Mr. Butler:

On behalf of the Town of Milford we are pleased to submit this letter in support of the application being made by the Nashua Regional Planning Commission (NRPC) for Federal Transit Administration (FTA) 5305(e) funding.

The Nashua Regional Planning Commission proposes to evaluate the feasibility of regional transit service in the Nashua Region. Currently, the Town of Milford, a member community of NRPC, benefits from limited demand-response service primarily for seniors and the disabled from the Nashua Transit System as provided through the Souhegan Valley Rides program.

The proposed project will examine transit service beyond the Nashua City limits including the Route 101A corridor and the greater Milford area. The project proposes to include a significant public outreach and education effort as well as an assessment of the types of transit service that would be most effective along the identified corridors. The goals of the project are to identify the most effective transit solution along each corridor, provide an understanding of the operational challenges and potential benefits to the region, and outline short term and long term capital and operating costs of the service.

Milford, with over 15,200 residents, serves as the hub of the western NRPC region and includes an economic base of large manufacturers and small businesses. The town's demographics are diverse and include what would be considered "transit dependent populations" who could greatly benefit from expanded transit service to access employment sites, secondary education, workforce development opportunities, as well as, service and retail destinations. Access to public transportation is a critical need for Milford going forward. We see a growing need to develop public transportation opportunities for all population segments and this is a goal supported in the Milford Master Plan.

We fully support this application and look forward to your favorable consideration of the NRPC's application.

Sincerely,

Lincoln Daley
Director of Community Development

Mark Bender
Town Administrator

**Town Hall – 1 Union Square – Milford, NH 03055-4240 – (603) 249-0620 – FAX (603) 673-2273
TDD Access: Relay NH 1-800-735-2964
website: www.milford.nh.gov**



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www.RideBigBlue.com

February 22, 2017

Fred Butler
Public Transportation Administrator
7 Hazen Drive
PO BOX 483
Concord, NH 03302

Dear Mr. Butler,

The Nashua Transit System is pleased to provide a letter of support for the Nashua Regional Planning Commission (NRPC) application for Statewide Transportation Planning and Research Program funding. The Nashua Transit System (NTS) recently completed its 10 year Comprehensive Plan. A primary goal cited in the plan is to increase regional mobility by improving transit access in the region with connections to other communities such as the Towns of Hudson, Merrimack, Milford and Wilton as well as destinations like the Merrimack Premium Outlets and Walmart in Amherst or Hudson.

This grant would allow NRPC to evaluate the feasibility of regional transit service in the Nashua Region. As proposed, the project will include a significant public outreach and education effort. The Comprehensive Plan also provides analysis on anticipated ridership to various locations throughout the region, which this planning effort will build upon with an assessment of the types of transit service that would be most effective along the identified corridors. The goals of the project are to identify the most effective transit solution along each corridor, provide an understanding of the operational challenges and potential benefits to the region and outline short term and long term capital and operating costs of the service. Expansion within the region would require a more detailed analysis of how to fairly allocate service costs amongst multiple communities. This allocation of shared costs would be new for this region and pivotal in expanding transit throughout the region.

Best Regards,

Camille Pattison, AICP, CNU-A

A handwritten signature in black ink, appearing to read 'Camille Pattison', is written over the typed name.

Transportation Manager
Nashua Transit System



February 18, 2017

Mr. Fred Butler, Public Transportation Administrator
NHDOT Bureau and Rail Transit
John O. Morton Building, Room G25
7 Hazen Drive
Concord, NH 03302-0483

RE: Letter of Support -- FTA 5305(e) Statewide Transportation Planning and Research Program

Dear Mr. Butler:

I am pleased to submit a letter of support on behalf of SHARE Outreach for the application submitted by Nashua Regional Planning Commission (NRPC) seeking Federal Transit Administration (FTA) 5305(e) funds. These funds will be used to evaluate the feasibility of regional transit service in the Nashua Region.

SHARE Outreach provides safety net services for needy residents of Milford, Amherst, Mont Vernon, and Brookline. These include food, clothing and financial assistance with necessities such as housing, medical care, heat, water, and electricity. With the exception of the Souhegan Valley Transportation Collaborative, which provides demand response service for elderly and disabled persons, the four towns served by SHARE; Milford, Amherst, Mont Vernon, and Brookline have no public transit services. Many of your clients suffer from a lack of transportation to hubs such as Nashua and Manchester where they travel for healthcare, employment, and secondary education. The need for expansion of transit services to our area was a prominent finding in a community needs assessment conducted by SHARE in 2014. We strongly support the work planned by NRPC to research such solutions.

I look forward to your favorable consideration of this FTA 5310 application.

Sincerely,

Christine A. Janson
Executive Director



603.673.4360 • fax 603.673.5018 • www.souhegan.net • 69 Route 101A, Amherst, NH 03031

Promoting the businesses and organizations of the Souhegan Valley

**Re: Statewide Transportation Planning and Research Program
FTA Section 5305(e)
Public Outreach for Regional Expansion of Nashua Transit System**

Fred Butler
Public Transportation Administrator
7 Hazen Drive
PO BOX 483
Concord, NH 03302

Dear Mr. Butler,

The Souhegan Valley Chamber of Commerce is pleased to provide a letter of support for the Nashua Regional Planning Commission (NRPC) application for Statewide Transportation Planning and Research Program funding.

The Nashua Regional Planning Commission proposes to evaluate the feasibility of regional transit service in the Nashua Region. The analysis will examine transit service beyond the Nashua City limits and consider possible routes that would provide service along NH101A between Nashua and Milford, Continental Boulevard between Nashua and Merrimack, Daniel Webster Highway (NH3) between Nashua and Merrimack and NH 3A in Hudson. The project will include a significant public outreach and education effort as well as an assessment of the types of transit service that would be most effective along the identified corridor. The goals of the project are to identify the most effective transit solution along each corridor, provide an understanding of the operational challenges and potential benefits to the region and outline short term and long term capital and operating costs of the service.

Providing transit service along the 101A corridor is critical to the growth of local businesses in the area. The SVCC believes an extension of transit service to the Towns of Milford, Amherst and Merrimack via service along Route 101A would dramatically improve mobility and provide access to jobs along the region's most heavily traveled east-west route and one of its busiest commercial corridors. Additionally, many of our region's residents would benefit from improved access to healthcare providers and other critical services.

The SVCC emphatically supports this application and urges the New Hampshire Department of Transportation to fund this important initiative

Sincerely

Tracy Hutchins, President/CEO
Souhegan Valley Chamber of Commerce

2017 Sustaining Partners



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