

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance
April 26, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Southwest Region Planning Commission (Vendor #155492), Keene, NH, in the amount of \$627,904.99 to undertake certain transportation related planning activities from July 1, 2013, or the date of Governor and Council approval, whichever is later, through June 30, 2015. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2014 and FY 2015 as follows:

Table with 3 columns: Description, FY 2014, FY 2015. Row 1: 04-96-96-962015-3022 SPR Planning Funds, \$295,115.35, \$332,789.64. Row 2: 072-500575 Grants to Non-Profits-Federal

EXPLANATION

Southwest Region Planning Commission is the primary planning agency in the southwestern part of the state covering thirty-six communities. Southwest Region Planning Commission also staffs a Transportation Advisory Committee (TAC) with participation from member communities. The purpose of this TAC is to participate in the Transportation Planning process including prioritizing transportation projects and developing transportation plans. Currently information related to transportation projects such as GIS, land use, and traffic data, has already been developed and is maintained by Southwest Region Planning Commission. NHDOT and Southwest Region Planning Commission have been working in cooperation and procedures have been developed for a variety of transportation planning issues.

This contract comprises the biannual Unified Planning Work Plan (UPWP) for 2014-2015. As part of the program, Southwest Region Planning Commission in this proposal will continue to develop and maintain a comprehensive and integrated database consisting of socioeconomic, transportation and land use information; evaluate transportation policies, projects, and planning activities for compatibility with

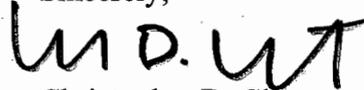
existing and new regulations; identify and prioritize regional transportation projects, participate in Transportation Planner's Collaborative with the NHDOT, develop a Regional Transportation Plan, develop a Southwest Region Preliminary Rail Asset Feasibility Study, and conduct a Route 12 Corridor study. The Southwest Region Planning Commission will also provide staffing on the Transportation Advisory Committee to provide an opportunity for public involvement; public participation to maintain and enhance in the regional and statewide transportation planning processes.

The Southwest Region Planning Commission can accomplish this work for a total fee not to exceed \$706,393.11. The funding to be used is from Federal Highway Administration (FHWA) funds and local funds. The Federal portion, 100%, (\$627,904.99) is Federal Aid (involving Statewide Planning & Research (SPR) funds) with additional (\$78,488.12) local funds (collected by Southwest Region Planning Commission to be applied towards total cost), and the remaining federal matching requirement accomplished through using Turnpike Toll Credits. Turnpike Toll Credit is being utilized for match requirements, effectively using 100% Federal Funds.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

BUREAU OF PLANNING & COMMUNITY ASSISTANCE
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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:

A. LOCATION AND DESCRIPTION OF PROJECT

All communities falling under the jurisdiction of the Southwest Region Planning Commission

B. SCOPE OF WORK

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

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.

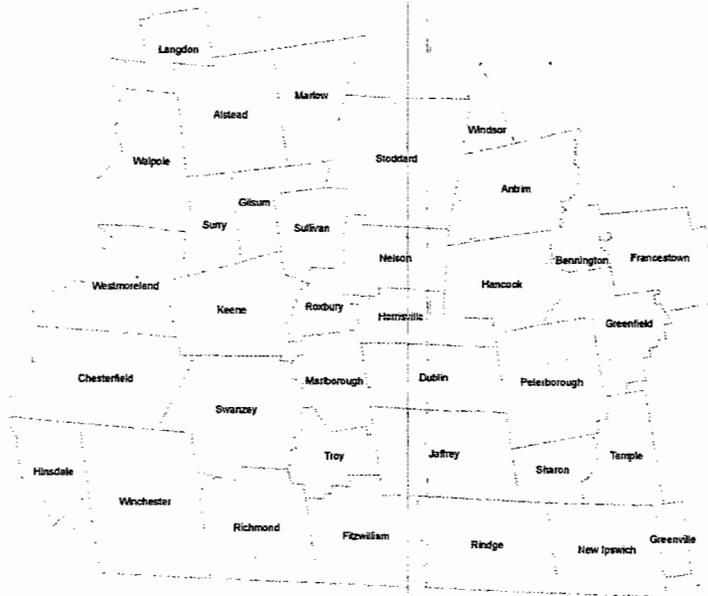
D. WORK SCHEDULE AND PROGRESS REPORTS

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.

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.

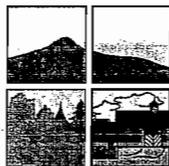
Southwest Region Planning Commission



Draft Unified Planning Work Program
FY 2014 and 2015

Prepared for the New Hampshire Department of Transportation

April 25, 2013



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Introduction

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

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

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

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

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

Activities conducted by SWRPC through the UPWP include:

- Developing the biennial Southwest Region Ten-Year Plan pursuant to state requirements;

- Maintaining the Regional Transportation Plan for Southwest New Hampshire;
- Undertaking a robust multimodal traffic research program;
- Supporting towns and the State with the Transportation Alternatives, Congestion Mitigation and Air Quality, Highway Safety Improvement Program, Scenic Byway, and other programs;
- Maintaining the Southwest Region Coordinated Plan and promoting coordinated transportation planning among transportation providers, purchasers, users and other key stakeholders through regional coordinating councils;
- Maintaining a Transportation Advisory Committee as a standing committee of the SWRPC Board of Directors;
- Exploring the feasibility and promoting the implementation of viable transit, paratransit, active transportation and travel demand management planning activities and projects;
- Providing administrative and technical assistance on matters relating to the advancement of a regional public private partnership on transportation planning matters for the Monadnock Region;
- Building an informed regional constituency of residents, government officials and others regarding transportation system needs, management, impacts, and benefits;
- Imparting and representing regional and statewide perspective to local transportation decision- and policy-making;
- Facilitating public and private decision-making about the transportation system; and
- Providing the best possible information to transportation policy- and decision-makers.

Ultimately, the fulfillment of this UPWP will contribute to the coordinated development of the regional transportation network - a network that provides safe efficient access for passenger and freight traffic that is compatible with local and state development goals.

The UPWP directly addresses New Hampshire Planning Emphasis Areas (PEAs) outlined by the FHWA New Hampshire Division Office and FTA Region 1 Office. These emphasis areas include:

1. MAP-21 Compliance, Planning Performance Measures;
2. State Asset Management Plan;
3. Congestion Management Process (CMP) Implementation;
4. Data Collection for HPMS and CMP Maintenance and Monitoring;
5. Freight Planning;
6. Fiscal Constraint and Financial Planning;
7. Project Monitoring;
8. Metropolitan and Statewide Travel Demand Model Maintenance;
9. Continuing Integration of Census Data;
10. Planning and Environmental Linkages;

11. Climate Change; and
12. Livability and Sustainability.

Tasks that specifically target PEAs are included in the descriptions of task objectives in italics.

Proposal

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

This document provides a description of activities and associated cost estimates. This information is provided for use as a basis for the UPWP agreement covering the period July 1, 2013 through June 30, 2015. The cost estimates contained in this proposal are inclusive of staff costs (including direct salaries and indirect staff costs), other direct (travel, supplies, equipment) and match.

100 Administration & Training

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

101 Invoices & Accounting

Objective: To complete all requirements related to the development and submittal of reimbursement requests, and to provide all required accounting reports and services necessary to administer the Unified Planning Work Program in compliance with guidelines provided by NHDOT and USDOT.

Proposed Activities:

- Document time for each UPWP task for each employee.
- Develop monthly reports and invoices.
- Prepare for and maintain records for audits.
- Develop an indirect cost rate proposal for FY 2014-2015.
- Communicate with NHDOT regarding invoicing and accounting.

Deliverables:

- Narrative weekly logs of activities
- Monthly activity reports.
- Monthly invoices.
- Annual auditor's report, including a review of indirect costs.
- Indirect cost rate proposal for FY 2014-2015.

102 Program Administration

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

Proposed Activities:

- Manage the SWRPC UPWP to ensure program efficiency.
- Participate in staff meetings regarding general UPWP business.
- Participate in UPWP reviews with NHDOT, FHWA, and FTA.
- Participate in reviews of overall UPWP progress/status including a mid-term review process with NHDOT.
- Manage staff dedicated to the UPWP.
- Develop annual reports.
- Work with NHDOT regarding UPWP development activities and adjustments.
- Plan for FY 2016-2017 UPWP development.

Deliverables:

- Attendance and participation in UPWP meetings.
- Feedback on NHDOT, FHWA and/or FTA reviews as required.
- Annual reports as required.
- Work change order documentation.
- Draft FY 2016-2017 UPWP.

103 Training

Objective: To provide training opportunities for staff to increase knowledge base and improve abilities to provide communities and the State with the highest quality professional transportation planning services. This task includes literature review activities and research where training/education/enrichment activities are not specifically connected with other task areas. Training activities will meet FHWA guidance on use of planning and research funds for travel, training, conferences and other meetings.

Proposed Activities:

- Participate in trainings, workshops and webinars.
- Review and research transportation-related literature in order to stay current with the industry and maintain state-of-the-art knowledge and capability of professional staff.

Deliverables:

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

104 Indirect Cost Adjustments

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

Proposed Activities:

- Activities relating to the management of indirect cost rate adjustments as they relate to the UPWP.

Deliverables:

- Documentation and correspondence regarding indirect cost adjustments as requested by NHDOT.

105 Performance Measures

Objective: To develop, implement, or track SWRPC performance measures related to the delivery of services or compliance with applicable state and federal rules and regulations. *This task directly addresses planning emphasis area 1) MAP-21 Compliance, Planning Performance Measures.*

Proposed Activities:

- Management of the collection of data as necessary to develop, implement, and track performance measures.
- Track and report performance measures.
- Participate in meetings or trainings as necessary regarding USDOT and NHDOT performance measures.

Deliverables:

- Performance measures, including associated implementation and tracking methodologies for NHDOT and USDOT.

200 Policy and Planning

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

201 Ten Year Plan

Objective: To assist the Transportation Advisory Committee (TAC) in identifying projects of local and regional importance for the Ten-Year Transportation Improvement Plan. This task includes updating and submitting project priorities, and conducting public outreach for the Ten-Year Transportation Improvement Plan per the processes established in RSA 228:99 and RSA 240. *This task directly addresses planning emphasis areas 6) Fiscal Constraint and Financial Planning, and 7) Project Monitoring.*

Proposed Activities:

- Organize and facilitate the regional Ten-Year Plan project solicitation process.
- Participate in project scoping and development meetings within the region.
- Provide TYP evaluation of criteria for all projects including Planning and Environmental Linkage information (NEPA categories for projects).
- Facilitate local and regional input in the Ten-Year Plan.
- Coordinate the regional Ten-Year Plan update schedule with NHDOT staff.
- Participate on policy-level committees related to the Ten-Year Plan.
- Participate in the Ten-Year Plan hearings sponsored by the Governor's Advisory Council on Intermodal Transportation (GACIT).

Deliverables:

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

202 Land Use & Environmental Linkages (PEL)

Objective: To provide transportation planning assistance to municipalities, partner organizations, transit agencies and NHDOT in support of local, regional, state and federal livability, climate change, and sustainability initiatives. This task includes activities that coordinate land use and transportation. Topics having a nexus with transportation include expanding affordability, accessibility, energy efficiency, climate change, support of local economy, air quality, environmental protection, personal health and social capital. The SWRPC proposes integrating Land Use and Environmental Linkages (PEL) considerations into all aspects of UPWP work. *This task directly addresses planning emphasis areas 10) Planning and Environmental Linkages, 11) Climate Change, and 12) Livability and Sustainability.*

Proposed Activities:

- Participate in initiatives and on committees that benefit from technical assistance on transportation, livability, sustainability and/or climate change issues (e.g. Cities for Climate Protection, Cool Monadnock, Monadnock Energy and Climate Action Plan, Vision 2020 Active Transportation Group, Transition Keene, Local Energy Committees, Heading for Home, SWRPC Advisory Committees, etc.).
- Study and better understand transportation/land use and transportation/environmental relationships. This includes gaining perspectives resulting from land use decisions on

- transportation infrastructure as well as environmental impacts (including increased frequency, duration and/or intensity of weather events) on transportation infrastructure and consideration of emergent best management practices in protecting our investments.
- Provide professional planning services to municipalities in reviewing development proposals for potential impacts on municipally and/or State-maintained infrastructure, identify areas of concern related to development proposals, and their impacts on the regional transportation network and recommend measures to mitigate potential development impacts on the regional transportation network.
- Attend meetings and events related to livability, climate change, and sustainability initiatives.

Deliverables:

- Improved local and regional transportation planning and policymaking on environment, livability, climate change and sustainability issues affecting the Southwest Region.
- Transportation-related recommendations on development proposals to local planning boards and regional decision making bodies.
- Associated work products demonstrating enhanced integration of land use and environmental linkages in transportation planning program activities.

203 Transportation Planner's Collaborative

Objective: To coordinate and collaborate on planning and policy matters of statewide importance with the New Hampshire Transportation Planners Collaborative.

Proposed Activities:

- Participate in TPC quarterly meetings.
- Participate in sub-committee or work group meetings related to TPC activities as the budget allows.

Deliverables:

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

204 Interagency Consultation

Objective: To participate in interagency consultation meetings as appropriate. SWRPC participation will be performed as appropriate to planning and policy matters impacting the Southwest Region or rural regional planning organizations. *This task directly addresses planning emphasis areas 3) Congestion Management Process (CMP) Implementation, and 10) Planning and Environmental Linkages.*

Proposed Activities:

- Peer review, feedback and coordination services not related to the development of the State Transportation Improvement Plan.
- Participation in periodic interagency consultation meetings in conjunction with FHWA, NHDOT and others.

Deliverables:

- Review and feedback as necessary on interagency consultation process, documents, meeting agendas, and related materials.

205 Regional and State Transportation Improvement Programs (RTIP/STIP)

Objective: To assist the Transportation Advisory Committee (TAC) in developing a revised Regional Transportation Improvement Plan (RTIP) informed by the regional Ten-Year Plan project solicitation and prioritization process. This task also includes regional efforts to support the development of the Statewide Transportation Improvement Program (STIP). *This task directly addresses planning emphasis areas 6) Fiscal Constraint and Financial Planning, and 7) Project Monitoring.*

Proposed Activities:

- Examine the region's transportation system needs and determine projects to address needs.
- Project monitoring and participation in project status and update meetings including those sponsored by NHDOT.
- Participate in the development of a statewide STIP fiscal constraint methodology.
- Review and provide relevant regional input on proposed STIP Administrative Modifications and Amendments.
- Conduct public outreach related to the development of the Regional Transportation Improvement Program and Statewide Transportation Improvement Program.
- Participate on policy-level and ad-hoc committees related to the Statewide Transportation Improvement Program.

Deliverables:

- A revised Regional Transportation Improvement Plan.
- Regional recommendations for the Statewide Transportation Improvement Program (STIP).

206 Congestion Management Process

This task is applicable to Metropolitan Planning Organization requirements from 23 USC § 134 and SWRPC does not foresee performing work relating to this task.

207 Intelligent Transportation System

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

Proposed Activities:

- Attendance and participation in ITS related meetings and events.

Deliverables:

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

208 Regional Transportation Plan

Objective: To develop an up-to-date vision and policy document for the construction, maintenance, and management of the region's transportation system that is integrated with local and state planning documents. The approach that SWRPC will take is to create a corridor-based regional transportation plan. Expected outcomes of this approach include: 1) helping decision makers understand regional and interregional transportation movements across various modes of transportation; 2) comparing costs and benefits of different modes to make informed decisions about moving freight, people and ideas; 3) providing all stakeholders a common framework to build consensus on significant corridors that are important for sustaining and growing our economy and improving community livability, 4) assisting stakeholders prioritize improvements for those corridors or subareas, and 5) ensuring that context sensitive, planning and environmental linkages (PEL) inform transportation development options. This project will consider scenario planning activities accomplished through the Granite State Future project and both initiatives should be supportive of one another. During plan development, staff will document strengths, weaknesses, opportunities and threats relating to the development of a corridor framework and share this information with NHDOT, FHWA and potentially other NH MPOs and RPCs. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures and will be used to inform 5) Freight Planning, 6) Fiscal Constraint and Financial Planning, 10) Planning and Environmental Linkages, 11) Climate Change and 12) Livability and Sustainability.*

Proposed Activities:

- Develop conceptual corridors based on documented travel patterns and transportation assets with consideration to land uses and local and regional economies.
- Complete inventory and synthesis of data associated with each corridor area.
- Produce findings and preliminary recommendations and share with SWRPC Transportation Advisory Committee (TAC), Monadnock Region Transportation Management Association (MRTMA), Monadnock Regional Coordinating Council (MRCC), and other groups as may be appropriate.
- Prepare for and execute a series of public forums and an online forum(s) in the Region gathering input on findings and observations to lead to recommendations informed by public input.
- Synthesize findings from public meetings and other input to produce recommendations.
- Prepare presentation to TAC, MRTMA, MRCC and SWRPC Board of Directors.
- Complete final draft with final text, maps and figures.
- Work with TAC, MRTMA and MRCC to implement strategies.

Deliverables:

- Development and adoption of an updated Southwest Region Transportation Plan.
- Development of a presentation on purpose, strengths, weaknesses, opportunities, and challenges relating to the creation of a corridor-based New Hampshire Regional Transportation Plan.

209 Transportation Conformity

Objective: To monitor conditions, provide education, proactive leadership, and recommendations regarding air quality conformity issues affecting Southwest New Hampshire. *This task directly addresses planning emphasis area 10) Planning and Environmental Linkages.*

Proposed Activities:

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

Deliverables:

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

210 Metropolitan/Long Range Transportation Plan

This task is applicable to Metropolitan Planning Organization requirements from 23 USC § 134 and 49 USC § 5303. SWRPC does not foresee performing work relating to this task.

211 Livability Charettes

Objective: To plan for transportation assets and enhancements in town centers based on the data and the community visioning workshop for Marlborough Center, and then applying the Marlborough charrette model to two other community village centers that are located on a federal aid eligible highway in the Southwest Region. Examples of transportation assets and enhancements include street, sidewalks, crosswalks, bike lanes, signage, traffic control devices, traffic calming measures, benches, lighting and other features that improve livability in town villages and centers. Like the Marlborough project, the two additional projects will have project selection, data collection, visioning workshop, and plan development phases. Work in the Town of Marlborough is to be completed prior to beginning work with the two additional towns will be staggered over the remainder of the UPWP work plan. Staff will develop a scoring system for the livability checklist

created during the previous UPWP work plan. *This task directly addresses planning emphasis area 12) Livability and Sustainability.*

Proposed Activities:

- For Marlborough:
 - Review results of inventory and visioning with municipal representatives during preceding UPWP work plan to establish goals, objectives and strategies.
 - Develop draft village center action plan for implementing the previously established goals, objectives and vision.
 - Prepare for and hold a public meeting with town officials and community members to review and solicit feedback on draft plan.
 - Finalize village center action plan and submit to the municipality for formal adoption.
- For two additional town village centers:
 - Implement new round competitive application for two communities with a village center.
 - Prepare for and attend introductory meetings with town officials to discuss project goals, objectives, process, etc. for each selected community.
 - Enhance inventory tool created during Marlborough project with scoring feature.
 - Identify and reach out to stakeholders to participate in inventory.
 - Prepare for and conduct inventory.
 - Evaluate and summarize results of inventory.
 - Prepare for and hold community visioning workshop to identify local assets/strengths, challenges/threats, goals/vision for future village center.
 - Compile results/data collected from visioning session.
 - Review results of previous data collection and visioning session to establish goals, objectives and strategies.
 - Develop draft village center action plan for implementing the previously established goals, objectives and vision.
 - Prepare for and hold a public meeting with town officials and community members to review and solicit feedback on draft plan.
 - Finalize village center action plan and submit to the municipality for formal adoption.

Deliverables:

- Three town center action plans with back up data and information collected from livability data gathering exercises and visioning workshops.

212 SW Region Preliminary Rail Asset Feasibility Study

Objective: To gather data, community and local business input and freight expert input to assess the feasibility of reviving three rail facilities in the Southwest Region that have benefited by rail improvement projects. This includes two underutilized sections and one temporarily defunct section of rail in the Southwest Region: 1) the Hinsdale Fort Hill Branch railroad line; 2) the North Walpole portion of the New England Central Railroad; and 3) the Greenfield, Bennington and Antrim sections of the Hillsboro branch. This task will provide important decision making information for the state, communities and businesses to better understand the potential role of the assets to promote rail freight as part of the State's larger

freight planning process. SWRPC will share information and resources and coordinate efforts with NHDOT as it conducts freight planning activities. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures, 2) State Asset Management Plan, and 5) Freight Planning.*

Proposed Activities:

- Collect data relating to the historic use of the rail assets, existing regional improvements, rail condition, assessment of surrounding land uses and highway infrastructure, and the assessment of existing and potential freight producing and receiving industries.
- Collect information thru interviews and/or focus groups with identified stakeholders.
- Follow-up analysis based on feedback from stakeholders.
- Presentations to communities, business groups and Planning Commission on findings.
- Coordination and assistance to NHDOT in developing the State Freight Plan.
- Development of recommendations for next steps for municipal and state government, the regional planning commission, business groups, landowners and other important identified stakeholders.

Deliverables:

- Report documenting strengths, weaknesses, opportunities and threats of each rail asset with a set of recommendations for next steps for public and private sector stakeholders.

213 Hinsdale Island and Surroundings Planning

Objective: To develop a vision and preliminary land use and transportation plan for the use of Hinsdale Island based on the anticipated implementation of Project #12210, which will keep existing bridges to the island in place for pedestrian, bicycle and emergency vehicle use. Project #12210, New Hampshire's project to replace two existing bridges connecting Hinsdale, NH and Brattleboro, VT over the Connecticut River with one bridge to the south, are connected by Hinsdale Island, owned by the State of New Hampshire. Currently there is no plan in place for how the bridges will be maintained, what connectivity opportunities that the bridges provide to pedestrians, bicyclists, recreationalists or tourists, how emergency vehicles will use the bridges, how parking will be handled for bridge users, or how the island will be used by bridge users. The island is within easy walking and biking distance to an Amtrak station, Hinsdale's rail trail system and the hiking trails of Mount Wantastiquet as well as the southerly Fort Hill Branch Railroad bridge reconnecting Hinsdale to Brattleboro. Hinsdale Island and the surrounding area presents itself as an economic development opportunity with potential for improving the livability of the area through smart planning for New Hampshire transportation assets in the area. NHDOT, the NH Department of Resources and Economic Development and perhaps others will be invited to actively participate in this process. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures, 2) State Asset Management Plan, 10) Planning and Environmental Linkages, and 12) Livability and Sustainability.*

Proposed Activities:

- Collect and synthesize data and information documenting the historical use of the island, existing conditions of the island including probable natural, historical and other constraints, and existing plans for the island and surrounding areas.
- To assist staff in this initiative, recruit and assemble a bi-state advisory committee for the project including but not limited to elected officials and planning board members from Hinsdale and Brattleboro, VT, NHDOT and VTrans, and state tourism and or economic development officials.
- Meet periodically with a bi-state advisory committee to communicate data, information, findings and develop recommendations.
- Presentations to communities, Planning Commission and other identified stakeholder groups on findings.
- Development of vision for using transportation assets in the Hinsdale Island area and recommendations for next steps for municipal and state government, the regional planning commission, and other important identified stakeholders.

Deliverables:

- Agendas, minutes and other materials documenting the work of the advisory committee.
- Vision and recommendations report for Hinsdale Island and surrounding area.

214 Route 12 Corridor Study

Objective: NH 12, part of the National Highway System, is a principal arterial in the State's highway network, and functions as a key north-south regional arterial in the Monadnock Region connecting the Region to Boston and its beltway communities and Southern New England. The proposed project area comprises 18 miles of highway and surrounding land through five towns. The project area includes a part of the City of Keene as well as the towns of Swanzey, Marlborough, Troy and Fitzwilliam. NH 12 is Main Street for the Town of Troy, an important commercial corridor in Keene and Swanzey and is the major north-south highway in Cheshire County. The dominating presence of the highway in these towns brings it and the traffic it conveys to the center of discussions of community character, development goals and public safety. The previously conceived Rt. 12 Troy Village Bypass Study, since shelved due to shifting transportation infrastructure policy and priorities, serves as a reminder of the importance of and challenges created by this corridor in proximity to on-going cultural and economic activities.

Corridor towns have seen significant change during the past few years and growth projections suggest a population increase of up to 17% of the 2000 population by 2030 or roughly 6,000 people. The potential impact of this growth on community character, use of highway capacity and safety suggests that the time for the Study is upon us. Towns along the corridor have expressed support for the Study.

The proposed corridor study of NH 12 is a project that comes directly from the Planning Commission's key policy document, the Southwest Regional Transportation Plan. The project is recommended for implementation in order to maintain regional connectivity to the greater New England economy. Given that

there is no direct access to an interstate highway in the Monadnock Region, NH 12 is a key to the region's connectivity to Massachusetts and beyond. The Corridor Study will also provide key supplemental planning guidance for the main artery that will be an identified regional corridor in the Regional Transportation Plan project. NHDOT will be invited to actively participate in this process. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures, 2) State Asset Management Plan, 5) Freight Planning, 10) Planning and Environmental Linkages and 12) Livability and Sustainability.*

Proposed Activities:

- Solicit municipal membership to NH 12 Corridor Advisory Committee (Committee).
- Facilitate meetings and provide administrative and clerical support to the Committee.
- Provide ad hoc technical and professional support to the Committee.
- Hold local official workshops for public information and public deliberation of the Study findings preliminary to development of recommendations.
- Development of study area property line base map and land use inventory by property GIS data layers.
- Development of local zoning and planning inventory describing Corridor.
- Development of environmental resources inventory describing Corridor.
- Development of highway conditions inventory describing Corridor.
- Perform highway and intersection capacity analysis for key intersections and segments of road.
- Development of safety facilities and accident inventory describing Corridor.
- Development of demographics and economics inventory describing Corridor.
- Develop future conditions assessment for Corridor.
- Development of Corridor Plan with vision and recommendations.

Deliverables:

- Report of results of data collection and research.
- Report of findings and recommendations and summary of public process.
- Enhanced SWRPC Regional Information System.

215 Regional Rail Trail Planning

Objective: Abandoned railroad corridors represent special State assets and short to medium term opportunities for developing multi-use trails. The State of New Hampshire has purchased railroad corridors from rail companies that discontinued rail service and abandoned the corridors. NHDOT owns most of these corridors in the Southwest Region, and acquired them principally to protect the corridor for potential future railroad service. These corridors can also serve as multi-use trails, and provide transportation and recreation utility. Most of these NHDOT corridors are managed by DRED for interim trail use. Some of these corridors have been improved for use by a wide variety of user groups, while most of the abandoned railroad corridor mileage is unimproved.

Although there is a great deal of local and regional interest in improving the railroad corridors at least temporarily for walkers and bikers, and a long term

opportunity to restore the corridors to rail use, very little baseline inventory, regional planning or integration of local land use planning with state policy has taken place. This important State investment deserves more attention on maintenance issues, coordinated capital improvements, wayfinding, connectivity and appropriate surrounding land use planning. The abandoned rail trail corridors represent an excellent ecotourism opportunity for most parts of the Southwest Region and an important alternative commuting/travel route between larger communities with concentrations of jobs, shopping and services such as Keene, Swanzey, Peterborough, Jaffrey and Rindge.

The objectives of this project are to develop baseline data to enable the State, region and communities to appropriately manage these assets and examine opportunities for improving community livability or bolstering the Monadnock tourism economy. This project will examine state, municipal and privately owned abandoned rail trail in the Southwest Region. NHDOT and the Department of Resources and Economic Development will be invited to actively participate in this process. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures, 2) State Asset Management Plan, 5) Freight Planning, 10) Planning and Environmental Linkages 11) Climate Change, and 12) Livability and Sustainability.*

Proposed Activities:

- Collect existing data and develop background materials and regional rail trail maps as a basis to interact with student inventory teams and regional rail trail corridor groups.
- Develop inventory procedure for all rail trails.
- Work with Keene State College and Franklin Pierce University to develop student teams to develop a Global Positioning System/Geographic Information System based inventory of all rail trails in the SWRPC Region.
- Validate all incoming data, convert to data suitable for SWRPC geodatabase and update regional rail trail maps.
- Conduct meetings with four to five rail trail corridor groups for public information and public deliberation of the inventory findings and preliminary development of recommendations including but not limited to maintenance, connectivity, coordinated capital improvement planning, wayfinding, and integration of rail trail in local and regional plans.
- Development of resources/training back to rail trail corridor groups to assist them with implementation.

Deliverables:

- Report of results of data collection and research.
- Report of findings and recommendations and summary of public process.
- Enhanced SWRPC Regional Information System.

216 Energy Scenario Planning Literature Review

Objective: The volatility of gasohol and diesel fuel prices in New Hampshire makes our transportation system users and infrastructure vulnerable. Planners do not have adequate exposure to training or tools to understand the impacts of fuel price

fluctuations and its impact on the transportation system, nor do they have tools, resources or plans to help communities minimize disruptions to New Hampshire's transportation needs caused by energy price fluctuations. The objective of this task is to perform a literature review identifying tools, resources and examples of planning that is taking place to prepare communities for impacts on the transportation system by the energy sector. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures, 9) Continuing Integration of Census Data 10) Planning and Environmental Linkages and 11) Climate Change, and 12) Livability and Sustainability.*

Proposed Activities:

- Perform literature review of resources, training, tools and examples of planning for changes to energy technology and prices on the transportation system.
- Develop report summarizing findings.
- Present findings to SWRPC TAC, MRTMA, MRCC, and Transportation Planning Collaborative.

Deliverables:

- Report of results of literature review research.

300 Public Involvement & Coordination

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

301 Transportation Advisory Committee

Objective: To provide the necessary organizational, clerical and technical support for the Southwest Region Transportation Advisory Committee (TAC) and to encourage increased public participation in both municipal and regional forums on transportation policy decisions. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures.*

Proposed Activities:

- Facilitate of up to six Transportation Advisory Committee (TAC) meetings annually.
- Develop TAC meeting agendas, summaries, and other supporting documents.
- Review Ten Year Plan projects, as well as competitive grant projects that are part of Transportation Alternatives, Congestion Mitigation and Air Quality and Highway Safety Improvement Programs.
- Provide feedback to NHDOT and USDOT on policy and planning documents.

- Provide feedback as necessary to SWRPC Transportation Program policy and planning documents.
- Educate the TAC on key transportation planning concepts as well as other UPWP program activities as necessary.

Deliverables:

- Facilitation of TAC meetings.
- TAC meeting agendas, summaries and other supporting documents.
- Documentation and feedback to NHDOT, USDOT and the SWRPC Transportation Program's policy and planning documents.
- Recommendations for Ten Year Plan projects, as well as competitive grant projects that are part of Transportation Alternatives, Congestion Mitigation and Air Quality and Highway Safety Improvement Programs.

302 Planning Commissions/Committee Meetings

Objective: To provide transportation planning assistance to the Southwest Region Planning Commission and sub-committees of the Planning Commission. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures.*

Proposed Activities:

- Meet with the SWRPC Board of Directors on transportation planning and/or UPWP business.
- Develop and execute transportation planning and/or UPWP-related presentations for Commission audiences at quarterly meetings and special events.
- Develop and implement transportation planning and/or UPWP-related presentations or other technical assistance to SWRPC subcommittees.
- Provide other transportation technical assistance to the Planning Commission as needed.
- Miscellaneous staff meetings on UPWP business.

Deliverables:

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

303 Public Involvement Plan

Objective: To update and integrate the SWRPC Public Involvement Plan into all tasks conducted for the FY2014-2015 UPWP. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures.*

Proposed Activities:

- Perform activities relating to the management of the SWRPC UPWP public involvement plan and staff efforts to make all UPWP work transparent and accessible to the public.

Deliverable:

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

304 Public Outreach

Objective: To facilitate information sharing with the general public regarding transportation planning, policymaking and coordination topics as well as project development and implementation. This task includes facilitating communication and dialogue between the general public and SWRPC, NHDOT and USDOT on transportation matters. This task includes any public outreach that is not specifically related to another task in the FY2014-2015 UPWP. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures.*

Proposed activities:

- Maintain the SWRPC website as a source of transportation information.
- Create and distribute newsletters periodically, including transportation-related items.
- Organize and facilitate public meetings to discuss current transportation planning topics, including various studies completed by SWRPC.
- Organize targeted meetings with local Select Boards and Planning Boards to discuss transportation planning topics and current regional and statewide transportation planning efforts.
- Educate communities about the importance of implementing transportation plans, including the Southwest Region Transportation Plan, Regional Transportation Improvement Program, corridor and transit feasibility studies and public transit-human service coordination plans.
- Continue to explore ways to increase participation in the transportation planning process by those with special transportation needs, including low-income, youth, elderly, disabled citizens, and minority populations.
- Continue to work with member communities to investigate and evaluate emerging transportation system needs.
- Continue to work cooperatively with communities to raise public awareness of key transportation planning concepts, including proactive infrastructure maintenance, Context Sensitive Solutions, Access Management, Transportation Demand Management, alternative modes of transportation, corridor planning, and the relationship between land development and travel demand management.
- Develop and submit press releases on transportation issues, topics and events.

Deliverables:

- Up-to-date SWRPC website, including:
 - Posting meeting agendas in advance of transportation-related meetings.
 - Posting meeting minutes for TAC and other public meetings.
 - Posting topical transportation planning documents.
 - Providing up-to-date listings of meeting minutes and agendas.
- Periodic newsletters and/or transportation-related entries in SWRPC's monthly newsletter.
- Press releases and press stories.

- Public outreach on transportation planning issues of regional importance as evidenced by flyers, email distribution lists, letters and other written communication.
- Presentations, agendas and minutes documenting information sharing with local Select Boards and Planning Boards:

305 Policy Committees

Activity: This task is applicable to Metropolitan Planning Organizations and SWRPC does not foresee performing work relating to this task.

306 Transportation Management Association

Objective: To provide the Monadnock Region Transportation Management Association (MRTMA) with administrative and technical support in its efforts to promote a balanced transportation system through education and advocacy initiatives and its activities to encourage public-private partnerships to address transportation issues and needs. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures, 10) Planning and Environmental Linkages, 11) Climate Change and 12) Livability and Sustainability.*

Proposed Activities:

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

Deliverables:

- MRTMA Work Plan and summary of accomplishments.
- Increased public and private interest and investment in the transportation system.
- Improved efficiency in local and regional transportation project development practices.

307 Freight Working Group

Objective: To provide the Southwest Region with input and information about existing freight patterns and needs. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures and 5) Freight Planning.*

Proposed Activities:

- Gather existing information about freight and commodity flow, freight data from UPWP Task 405, and identify industries that rely on freight in the Southwest Region. Develop summary materials of all information.

- Recruit a group of freight reliant industry representatives from Southwest New Hampshire to understand existing strengths, weaknesses, opportunities and threats to those industries based on the existing freight system.
- Conduct meetings as needed with the Freight Working Group to understand existing strengths, weaknesses, opportunities and threats to those industries based on the existing freight system including but not necessarily limited to truck, rail and ground transportation activities in support of air freight.
- Coordinate efforts of the Freight Working Group with NHDOT efforts to develop a State Freight Plan.
- Develop report documenting existing conditions, strengths and weaknesses of the current freight transportation system, and opportunities and threats for freight in the Southwest Region.

Deliverables:

- Agendas, minutes and other materials documenting meetings of the Freight Working Group.
- Report documenting freight conditions, strengths and opportunities as well as opportunities and threats for freight in the Southwest Region.

400 Plan Support

Goal: To support the development of municipal, regional, and statewide transportation plans and policies by collecting and maintaining a comprehensive set of traffic, demographic, economic and Geographic Information Systems (GIS) data for use in transportation planning efforts. A primary goal of the data collection effort is to enumerate the impacts of local land use policies and development on the regional transportation network. These tasks will also support NHDOT efforts to inventory and manage transportation facility assets.

401 Traffic Counts

Objective: To collect, analyze, and present traffic volume, speed, turning movement and vehicle classification data for use in NHDOT project development, HPMS submittals to FHWA, statewide traffic volume database development, District IV needs and for other NHDOT traffic count related requests within the Unified Planning Work Program as negotiated between SWRPC and NHDOT. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures and 4) Data Collection for HPMS.*

Proposed Activities:**Administration**

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

Traffic counts

- Collect traffic volume data at up to 140 locations throughout the region annually to support statewide, regional, and local transportation planning needs.

Turning Movement Counts

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

Deliverables:

- Completed traffic counts.
- Intersection turning movement data and information.

402 Receipts and Expenditures of Local Governments Data Collection (Form 536)

Objective: To support NHDOT's development of a Local Highway Finance Report (FHWA Form 536) - a biennial report summarizing highway funding by local governments. Local governments include counties, townships, municipalities, special districts, and other general purpose authorities that are under the jurisdiction of local governments. Form FHWA-536 provides for the exporting of four basic areas of local highway finance: (1) disposition of highway-user revenues; (2) revenues used for roads and streets, identified by source and type of funds; (3) road and street expenditures identified by purpose or activity; and (4) local highway debt status. *This task directly addresses planning emphasis area 6) Fiscal Constraint and Financial Planning.*

Proposed Activities:

- Attendance at NH DOT meetings and staff training regarding task.
- Collect receipts and expenditures data from local governments in the Southwest New Hampshire region as necessary to assist the NHDOT in developing and submitting the statewide FHWA Form 536 Report. Number of towns to be determined and negotiated between NHDOT and SWRPC.

Deliverables:

- Completed 536 forms as negotiated by NHDOT and SWRPC.

403 Regional Information System / Geographic Information System (GIS)

Objective: To develop and maintain transportation-related data in SWRPC's overall regional information system in order to support transportation planning in the Southwest Region. Wherever possible, data will be integrated into the geographic information system component of the regional information system. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures, 4) Data Collection for HPMS, 7) Project Monitoring and 8) Statewide Travel Demand Model Maintenance.*

Proposed Activities:

- Activities devoted to the development, organization and maintenance of transportation-related data into SWRPC's regional information system in order to support transportation planning including:

- Road, sidewalk, pathway, rail, transit and airport layers and attributes;
- Parcel, land use, zoning, employment, and housing layers and attributes; and
- Historic, cultural and environmental resource layers and attributes.
- Assist municipalities, partner organizations, and transit agencies with transportation-related mapping requests.
- Provide assistance to municipalities with completing road inventory updates and annual Block Grant Aid map updates as requested.

Deliverables:

- Enhanced municipal and regional transportation-related Regional Information System including an enhanced Geographic Information System (GIS).
- Completed road inventory reviews/updates with municipalities in the Southwest New Hampshire region.

404 Demographics

Objective: To collect, process, report, and/or disseminate demographic and socio-economic information essential for transportation planning activities. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures and 9) Continuing Integration of Census Data.*

Proposed Activities:

- Activities relating to the development and maintenance of data regarding demographic and socioeconomic trends that relate to transportation including but not limited to aspects of the Census, Bureau or Labor Statistics, NH Office of Energy and Planning, Department of Economic Security and other associated data.

Deliverables:

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

405 Freight Traffic Research

Objective: To collect and analyze freight traffic volume/vehicle classification data at selected locations on arterial roads in Southwest New Hampshire Region to understand proportion and direction of truck traffic moving through Region. To collect and analyze rail freight and air freight commodity data at Dillant Hopkins airport in Keene and Silver Ranch airport in Jaffrey translocated to surface transportation modes in the SW Region. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures and 5) Freight Planning.*

Proposed Activities:**Traffic counts**

- Collect and analyze 30 traffic data locations throughout the region annually to support regional and local transportation planning needs.

Rail and Air Freight Research

- Collect information on rail freight and air freight transloading carriers operating on North Walpole branch of the New England Central Railway and the Greenfield-Wilton Railway, the Dillant-Hopkins airport in Keene and the Silver Ranch Airport in Jaffrey.

Deliverables:

- Completed 60 freight traffic counts.
- Data on local commodity flow patterns at regional rail facilities and airports to surface transportation transloading.

406 Alternate Mode Traffic Research

Objective: To collect and analyze bike trail use, peak hour carpooling rates, and pedestrian traffic for selected areas. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures, 8) Statewide Travel Demand Model Maintenance, 11) Climate Change and 12) Livability and Sustainability.*

Proposed Activities:

Bike Trail Counts

- Collect and analyze 30 traffic data locations to support regional and local transportation planning needs.

Carpooling Rates

- Collect peak hour carpooling rates for up to 16 data locations to support regional and local transportation planning needs.

Pedestrian Rates

- Collect weekday and saturday peak hour rates at up to 8 data locations in Keene, Peterborough and Jaffrey.

Deliverables:

- Completed 30 bike path traffic counts.
- Peak hour carpooling rates for 16 locations on NH 9, 10, 12, 101 and US 202.
- Peak hour pedestrian traffic rates for 8 data locations in Keene, Peterborough and Jaffrey.

407 Project Based Traffic Research

Objective: To collect and analyze traffic data including but not limited to volume, speed, gap analysis, volume to capacity, turning movement counts, stopped delay, travel time and delay origin-destination surveys, detour, alternate route or evacuation route analyses or other data as required to inform public decisionmaking on Ten Year Plan projects or for any candidate projects for state-based discretionary grant programs (Highway Safety Improvement Program, Transportation Alternatives, Safe Routes to School, Congestion Mitigation Air Quality, etc.).

Proposed Activities:

- Data collection for assessment of Ten Year Plan projects or state discretionary grant programs as needed. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures, 4) Data Collection for HPMS, 6) Fiscal Constraint and Financial Planning and 7) Project Monitoring.*

Deliverables:

- All data will be shared with Bureau of Planning and Community Assistance, DOT District IV, Bureau of Traffic, Bureau of Highway Design or other appropriate NHDOT stakeholders.

408 Road Stream Crossing Research

Objective: To collect and analyze culvert data for State and municipal use based on approved Bureau of Planning and Community Assistance methodology for up to 150 culvert locations in Southwest New Hampshire. Culvert locations will be determined based on project lists drafted by the DOT District IV for scheduled betterment and pavement management projects and will be used to improve the efficiency of District IV and town capital improvements. *This task directly addresses planning emphasis areas 1) MAP-21 Compliance, Planning Performance Measures, 2) State Asset Management Plan, 6) Fiscal Constraint and Financial Planning; 10) Planning and Environmental Linkages and 11) Climate Change.*

Proposed Activities:

- To collect and analyze culvert data for State and municipal use based on approved Bureau of Planning and Community Assistance methodology for up to 150 culvert locations in Southwest New Hampshire.
- Meetings and correspondence as needed with District IV and selected communities in the Southwest Region.

Deliverables:

- All data will be shared with Bureau of Planning and Community Assistance, District IV, Bureau of Traffic, Bureau of Highway Design or other appropriate NHDOT stakeholders.

409 Daytime Population Traffic Research

Objective: To determine daytime populations in Keene, Swanzey, Peterborough, Jaffrey, New Ipswich and Rindge by supplementing existing US Census worker-non-worker resident daytime population figures with directional traffic data. The data will pick up work commuters as well as the majority of people entering the each community for shopping, services, entertainment, school or other purposes. *This task directly addresses planning emphasis areas 9) Continuing Integration of Census Data and 12) Livability and Sustainability.*

Proposed Activities:

- To collect and analyze directional traffic data where data is not already available for major routes entering and exiting Keene, Swanzey, Peterborough, Jaffrey, New Ipswich and Rindge.
- To develop model forecast of daytime populations for each community based on data from US Census worker-nonworker resident daytime populations and directional volume data.

Deliverables:

- All data will be shared with select communities as well as the Bureau of Planning and Community Assistance, District IV, Bureau of Traffic, Bureau of Highway Design or other appropriate NHDOT stakeholders.

410 Equipment

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

Proposed Equipment:

Equipment & Miscellaneous Expenses	FY2014	FY2015
2 Desktop Computers with MS Office Software, Antivirus, Adobe Reader, etc., Monitor, Symantec System Recovery and APC Battery Backups	3,560.00	\$0.00
2 MetroCount Automatic Traffic Data Counters	\$0.00	\$2,100.00
Miscellaneous Supplies (including but not limited to, personal protective equipment, tubing, mastic tape, clamps, fasteners, batteries, safety vests, fuel, gloves, boots/waders, slickers, hand-held GPS, etc.)	\$7,500.00	\$7,500.00
Total	\$11,060.00	\$9,600.00

411 Membership, subscriptions, and professional activity costs

Objective: To enable staff to enroll as members and subscribe to literature and other services offered by professional organizations involved in transportation planning. Membership, subscription and other professional activity costs associated with this task will be detailed during the course of the UPWP for review, consideration and authorization by NH DOT prior to any purchase.

500 Technical Assistance & Support

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

501 Local and Regional Assistance

Objective: To further local and regional goals and objectives toward a better regional transportation network through local collaboration, and providing small-scale and periodic technical assistance to municipalities and local partner organizations on transportation-related topics and project implementation. This task includes regional coordination with bordering regions including those in Vermont and Massachusetts.

Proposed Activities:

- Provide transportation-related technical assistance to municipalities and partner organizations.
- Facilitate local and regional meetings related to topical transportation plans, policies, or projects.
- Assist municipalities and local partner organizations in implementing transportation plans, access management memoranda of understanding and projects.
- Provide available data and information, on request, to member municipalities and partner organizations.
- Conduct limited traffic research (up to 15 traffic counts and 5 turning movement counts per year).

Deliverables:

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

502 Statewide Assistance

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

Proposed Activities:

- Provide support to State Advisory Committees on transportation planning issues or programs (e.g. State Safe Routes to School Advisory Committee, State Transportation Enhancement Advisory Committee, State Congestion Mitigation and Air Quality Advisory Committee, etc.).
- Assist the NHDOT Bureau of Traffic in scoping large-scale developments to fully enumerate potential traffic impacts, and ensure recognition of the transportation/land-use dynamic.
- Assist the NHDOT Bureau of Environment in performing reviews of local projects to enumerate potential impacts on environmental, social, and cultural resources.

- Participate in NHDOT Public Officials and/or Public Informational project development hearings throughout the region, as appropriate to implement the Ten-Year Transportation Improvement Plan.
- Coordinate with the Executive Directors of New Hampshire Regional Planning Commissions to collaborate with the NHDOT on transportation planning efforts of statewide importance, including the New Hampshire Long Range Transportation Plan, the Statewide Corridor Systems Plan, and the Ten-Year Transportation Improvement Plan.
- Participate in miscellaneous statewide efforts not associated with other specific tasks in the UPWP (State Coordinating Council, Statewide Bicycle Map Advisory Committee, New Hampshire Rail Transit Authority, New Hampshire Transit Association, Statewide Transportation Management Association and Rideshare Group).

Deliverables:

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

503 Local Public Agency Program Support

Objective: To assist communities in the Southwest New Hampshire region in applying for or managing Local Public Agency projects.

Proposed Activities:

General Local Public Agency Program Support

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

Transportation Alternatives Program

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

State Aid Bridge Program (SAB)

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

State Aid Highway Program (SAH)

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

Highway Safety Improvement Program (HSIP)

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

Recreational Trails Program (RTP)

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

Deliverables:

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

504 Special Projects

Objective: To administer special transportation planning services as needed or requested that further local, regional or state policy and planning goals and objectives and are not associated with other tasks in the UPWP. The Special Projects budget shall be used for fairly specific development and technical assistance needs. Special Projects funding may be used to assist municipalities, local partner organizations, or transit agencies with efforts involving sustained work and/or substantial staff time. When unanticipated activities arise, SWRPC will seek approval from NHDOT to utilize funds under this task before work begins. NHDOT must provide written approval (including e-mail authorization) to expend Special Projects funds before the funds may be expended. All projects, regardless of scale, for which contracts are developed shall fall into under this task.

Special Projects (The following represent examples of the types of special projects anticipated by SWRPC during the period of the UPWP. Such special projects will be detailed during the course of the UPWP for review, consideration and authorization by NH DOT prior to implementation.):

- Assist member municipalities in the preparation of transportation chapters for updating master plans.
- Facilitate a Context Sensitive Solutions (CSS) process for a project within a member community.
- Conduct a small-scale transportation study at the request of a member community.
- Other

Deliverables:

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

505 Regional Coordinating Councils

Objective: To provide the necessary organizational, clerical and technical support for the Monadnock Region Coordinating Council (MRCC).

Proposed Activities:

- Provide technical Assistance at periodic MRCC meetings.
- Provide assistance to Executive committees of MRCC to produce meeting agendas, summaries, and other supporting documents as required.

- Perform troubleshooting, coordination support and other liaison activities between lead agencies, transportation providers and the MRCC.
- Provide limited technical assistance to MRCC in implementing work plan as well as implementing actions recommended by the State Coordinating Council.
- Assist MRCC in applying for grants and ensuring coordination activities are consistent with the Coordinated Plan for Southwest New Hampshire.

Deliverables:

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

506 Transit Assistance

Objective: To further local, regional and state goals and objectives toward a better regional transportation network through collaboration and providing small-scale and periodic technical assistance to local transit agencies. This task includes support and technical assistance to regional transit operators and providers in cases where technical assistance does not constitute a special project (504) or regional coordinating council technical assistance (505). Assistance to rideshare, volunteer driver and intercity bus programs is considered part of transit in the definitions of this task.

Proposed Activities:

- Provide transit planning technical assistance to local public transportation agencies.
- Provide transit agencies with information and assistance in identifying needs, conducting public outreach efforts, and developing program-specific grant applications.
- Assist local transit agencies in implementing transit plans and projects.
- Participate in NHDOT program-specific training sessions.
- Participation on transit committees as appropriate.

Deliverables:

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

UPWP Cost Summary

	FY 2014	FY 2015	Total
Administration & Training Costs	\$52,257.08	\$58,928.20	\$ 111,185.28
Policy & Planning Costs	\$137,562.79	\$155,123.99	\$ 292,686.78
Public Involvement & Coordination Costs	\$52,235.46	\$58,903.82	\$ 111,139.28
Plan Support Costs	\$55,871.11	\$63,003.59	\$ 118,874.70
Technical Assistance and Support Costs	\$70,967.74	\$80,027.46	\$ 150,995.20
Total SWRPC Scope of Work	\$368,894.18	\$415,987.06	\$ 784,881.24
Federal Match 80%	\$295,115.35	\$332,789.64	\$ 627,904.99
Local Match 10%	\$ 36,889.42	\$41,598.70	\$ 78,488.12
Toll Credit Match 10%	\$ 36,889.43	\$41,598.70	\$ 78,488.13

ARTICLE I

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, 2015.

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 is \$706,393.11, representing the total amount and expenses shall not exceed \$332,004.77.00 in FY 2014, unless the Department specifies otherwise based upon its review of the FY 2014 work progress. Of the \$706,393.11.00 fee, 89% (\$627,904.99) will be reimbursed from the SPR Planning Appropriation Account, and 11% (\$78,488.12) from the Southwest Region Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$627,904.99 total reimbursable 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.

ARTICLE II

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 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 annually, 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

ARTICLE II

shall be subject to prior approval by the DEPARTMENT. For training expenses to be reimbursed, they must be listed in the UPWP scope of work, pre-approved by the DEPARTMENT, and are allowable under 23 CFR 260 400 – 407. Procurement methods must follow 23 CFR 420.121(j). Methods of equipment acquisition, use, and disposition must comply with 23 CFR 420.121(e) approved by the DEPARTMENT.

D. FIXED FEE

Blank

E. PAYMENTS

Payments on account of the fee for services of eligible activities defined in 23 CFR 420 & 450 rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, task-by-task bill submitted on a monthly basis by the COMMISSION as previously discussed. Proof of payment for direct expenses must be submitted before reimbursement is allowed. 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.

ARTICLE II

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

Blank

B. CONTRACT PROPOSALS

Blank

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

Blank

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

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

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

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

ARTICLE IV

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

ARTICLE IV

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

ARTICLE IV

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Status of the COMMISSION

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

ARTICLE IV

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

ARTICLE IV

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall

ARTICLE IV

remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

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

During the performance of this AGREEMENT, the COMMISSION, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The COMMISSION shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally assisted 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

ARTICLE IV

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 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 Federal Highway Administration 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 Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

ARTICLE IV

- (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 Federal Highway Administration 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.
- (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 subagreements 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

ARTICLE IV

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).

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 subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply 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.

ARTICLE IV

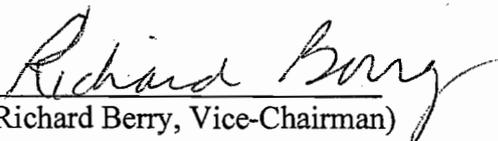
3. Sanctions for Non-Compliance. The COMMISSION is hereby advised that failure of the COMMISSION, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

CERTIFICATE OF VOTE

I, Richard Berry, (Vice-Chairman, position) of the Southwest Region Planning Commission, do hereby certify that at a meeting held on March 26, 2013:

1. I am the duly elected and acting Vice-Chairman of the Southwest Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Southwest Region Planning Commission Board of Directors authorized the Executive Director, Tim Murphy, to execute any documents which may be necessary to effectuate the UPWP contract;
3. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Southwest Region Planning Commission on this 9th day of April, 2013.


(Richard Berry, Vice-Chairman)

STATE OF NEW HAMPSHIRE
County of Cheshire

On this 9th day of April, 2013, before me Rebecca I. Baldwin, the undersigned officer, personally appeared, Richard Berry, who acknowledged himself to be the Vice-Chairman of the Southwest Region Planning Commission, and that he, as such Vice-Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

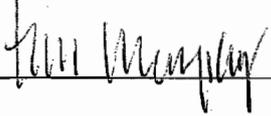

Notary Public
(Official Seal)

September 17, 2013
My Commission Expires

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

The CONSULTANT X , proposed subconsultant , hereby certifies that it has X , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has X , has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Southwest Region Planning Commission
(Company)

By: 

Executive Director
(Title)

Date: April 9, 2013

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

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

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

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

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

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

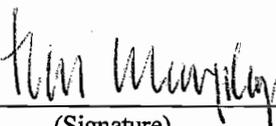
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving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

except as here expressly stated (if any):

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

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

April 9, 2013
(Date)


(Signature)

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

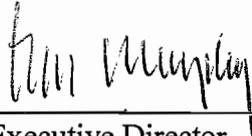
(SEAL)

Consultant

CONSULTANT

Dated: April 9, 2013

By:

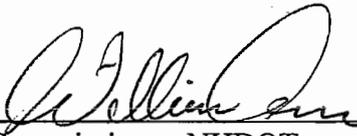

Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

Dated: 4/29/13

By:

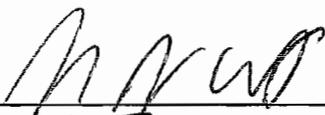

For Commissioner, NHDOT
William J. Cass, P.E.
Director of Project Development
NHDOT

Attorney General

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

Dated: 5/10/13

By:


~~Assistant Attorney General~~
John J. Conforti

Secretary of State

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

Dated: _____

Attest:

By:

Secretary of State

NON-DISCRIMINATION ASSURANCES

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

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

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

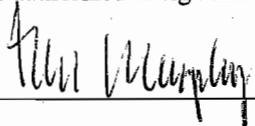
The AGENCY TITLE, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on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

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

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

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

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

Signature  Date: April 9, 2013

Name/Title Tim Murphy, Executive Director

Attachments: Appendix A

APPENDIX A

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

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

Federal Regulations Compliance Assurance

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

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

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

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

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

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

Signature Tim Murphy Date: April 9, 2013

Name/Title Tim Murphy, Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2013

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: Jane D. Hill	
	PHONE (A/C, No, Ext): 603-352-2121	FAX (A/C, No): 603-357-8491
E-MAIL ADDRESS: csr24@clark-mortenson.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Peerless Insurance Company		0
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED: SOUTHWEST
Southwest Region Planning Commission
20 Central Square 2nd Floor
Keene NH 03431

COVERAGES: CERTIFICATE NUMBER: 169290368 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BOP9242709	7/1/2012	7/1/2013	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA9347331	8/13/2012	8/13/2013	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is listed as Additional Insured

CERTIFICATE HOLDER NH Dept of Transportation Attn: Steve Dubois PO Box 483 Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jane D. Hill</i>
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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: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	Member Number: 566	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)	Limits - NH Statutory Limits May Apply, If Not
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	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> Statutory
			Each Accident \$2,000,000
			Disease - Each Employee \$2,000,000
			Disease - Policy Limit \$
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
NH Department of Transportation PO Box 483 Concord, NH 03302			By: <i>Tammy Denver</i>
			Date: 4/12/2013 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax