



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  
May 14, 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 amendment with the Strafford Regional Planning Commission (Vendor #155570), Rochester, NH, by extending the completion date from June 30, 2013 to December 31, 2013 effective upon Governor and Council approval. This is a time extension only, requiring no additional funds.

**EXPLANATION**

This contract with the Strafford Regional Planning Commission was originally approved by Governor and Council on May 25, 2011 as item #141.

Strafford Regional Planning Commission, a designated Metropolitan Planning Organization (MPO), covers the Urbanized Area communities of Dover and Rochester as well as surrounding towns in the Southeastern region of the State. The Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), provides planning and transit funds for each MPO. Cooperatively, the NHDOT and the Strafford Regional Planning Commission have developed procedures for addressing transportation planning issues.

Strafford Regional Planning Commission requested an extension to the contract completion date in May 2013 and supplied appropriate contract documentation in May 2013. As part of this amendment, Strafford Regional Planning Commission will continue its work relative to completing an update to its Transportation Model: complete validation of model assigned link output against traffic data and preparing final document and training for staff.

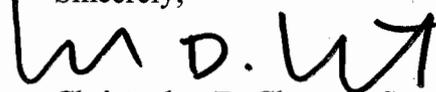
The total contract amount (not to exceed \$907,084) is unchanged. Work on this project is currently 80% complete, and by June 30, 2013, \$65,000 will be left to be spent on this extended work.

Original Completion Date  
By this Amendment

June 30, 2013  
December 31, 2013

The amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed amended Agreement 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.

Sincerely,



Christopher D. Clement, Sr.  
Commissioner

**Amendment to Contract # 4001462 between the State of NH Department of Transportation and  
Strafford Regional Planning Commission (approved 5/25/2011, Item #141 ).**

This contract amendment changes the completion date for the. All other provisions will remain in effect.

ARTICLE I Section F. Date of Completion has been amended to read as follows:

F. DATE OF COMPLETION

The date of completion for the Planning services rendered under this AGREEMENT shall be  
December 31, 2013.

BARRINGTON  
BROOKFIELD  
DOVER  
DURHAM  
FARMINGTON  
LEE  
MADBURY  
MIDDLETON  
MILTON



NEW DURHAM  
NEWMARKET  
NORTHWOOD  
NOTTINGHAM  
ROCHESTER  
ROLLINSFORD  
SOMERSWORTH  
STRAFFORD  
WAKEFIELD

May 7, 2013

NH Department of Transportation  
Attn: William Watson Jr., P.E.  
JOM Building, Room G01  
7 Hazen Drive  
Concord, New Hampshire 03302

RECEIVED  
DEPARTMENT OF  
TRANSPORTATION

MAY 10 2013

BUREAU OF  
Planning and Community Assistance

Dear Mr. Watson:

RE: Request to Extend Completion Date for the Agreement for Planning Services between the State of New Hampshire Department of Transportation and Strafford Regional Planning Commission, SPR-PL-1(41), X-3881.

The Strafford Regional Planning Commission would like to extend the completion date for the Transportation Model Updates for the above referenced agreement until December 31, 2013 under Article I Paragraph F. Date of Completion. This no cost extension is for the consultant work from Resource Systems Group to complete the validation of the model assigned link outputs against collected traffic count and travel time data, prepare final model documentation and agency staff training. Since quality control and accuracy of data is imperative to our completion of this agreement, we request the extension to ensure the consultant can effectively finish the tasks aforementioned.

Please call myself or Tammy Butt, Finance Manager, if you have any questions at 994-3500. We look forward to closing the FY2013. We appreciate the rapid turnaround for our invoices. Thank you for your cooperation in approving this no cost extension to our agreement!

Sincerely,

Cynthia J. Copeland, AICP  
Executive Director

Cc: Steve Dubois, NH DOT  
Cliff Sinnott, Executive Director, Rockingham Planning Commission

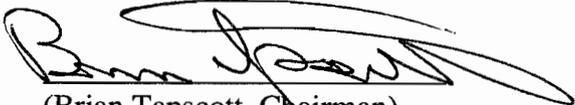
## CERTIFICATE OF VOTE

I, Brian Tapscott, (Chairman position) of the Stafford Regional Planning Commission, do hereby certify that at a meeting held on August 3, 1999 :

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

Cynthia Copeland, AICP

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Stafford Regional Planning Commission on this 7th day of May, 2013.

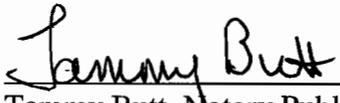
  
(Brian Tapscott, Chairman)

STATE OF NEW HAMPSHIRE  
County of Stafford

On this 7th day of May, 2013, before me Tammy Butt, the undersigned officer, personally appeared, Brian Tapscott, who acknowledged him/herself to be the Chairman of the Stafford Regional Planning Commission, and that he/she, as such 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.

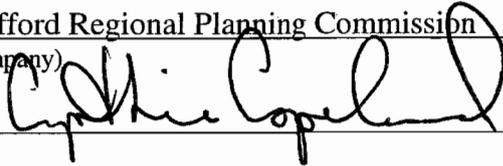
TAMMY BUTT  
Notary Public - New Hampshire  
My Commission Expires June 6, 2017

  
\_\_\_\_\_  
Tammy Butt, Notary Public  
(Official Seal)

\_\_\_\_\_  
My Commission Expires: June 6, 2017

**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 sub consultant \_\_\_\_\_, hereby certifies that it has \_\_\_\_\_, has not  X , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has \_\_\_\_\_, has not  X , 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.

Strafford Regional Planning Commission  
(Company)  
By:   
Executive Director  
(Title)

Date: May 7, 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 Strafford Regional Planning Commission, and that neither I nor the above firm I here represent has:

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

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligible 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.

May 7 2013  
(Date)

Cynthia Copeland  
(Signature)

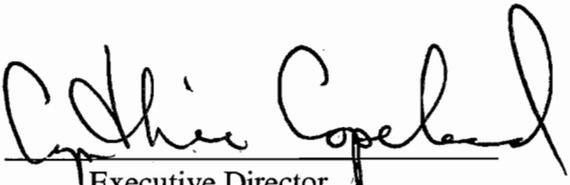
IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

**Consultant**

CONSULTANT

Dated: May 7, 2013

By:   
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

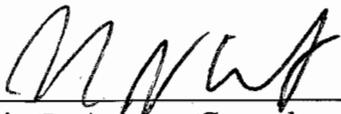
Dated: 5/14/13

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

**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: 5/16/13

By:   
~~Assistant Attorney General~~  
John J. Contardi

**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 Cynthia Copeland Date: May 7, 2013

Name/Title Cynthia Copeland, AICP, Executive Director

Attachments: Appendix A

## APPENDIX A

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

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

## Federal Regulations Compliance Assurance

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

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

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

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

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

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

Signature Cynthia Copeland Date: May 7, 2013

Name/Title Cynthia Copeland, AICP, Executive Director

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> Stafford Regional Planning <b>Member Number:</b> 179-070190 - 14		<b>Company Affording Coverage (the "Company"):</b> Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617													
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)												
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Personal &amp; Adv Injury</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Products -Comp/Op Agg</td><td style="text-align: right;">\$</td></tr> <tr><td>Fire Damage (each fire)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products -Comp/Op Agg	\$	Fire Damage (each fire)	\$
Each Occurrence	\$ 5,000,000														
General Aggregate	\$														
Personal & Adv Injury	\$														
Med Exp (any one person)	\$														
Products -Comp/Op Agg	\$														
Fire Damage (each fire)	\$														
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>Bodily Injury (per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>Property Damage (per accident)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
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Property Damage (per accident)	\$														
<input type="checkbox"/> Excess Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A								
Each Occurrence	\$ N/A														
Aggregate	\$ N/A														
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2" style="text-align: right;">\$Per scheduled limits and Member Agreement</td></tr> <tr><td>Coverage A:</td><td style="text-align: right;">Statutory</td></tr> <tr><td>Cov. B: Each Accident</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	\$Per scheduled limits and Member Agreement		Coverage A:	Statutory	Cov. B: Each Accident	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	\$ 2,000,000		
\$Per scheduled limits and Member Agreement															
Coverage A:	Statutory														
Cov. B: Each Accident	\$ 2,000,000														
Disease - Each Employee	\$ 2,000,000														
Disease - Policy Limit	\$ 2,000,000														
<b>Description:</b> State of New Hampshire is named as Additional Covered Party relative to the Grant for UPWP (Includes Vehicle Liability Coverage for vehicles owned by Strafford Regional Planning Commission)															

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input checked="" type="checkbox"/> Additional Covered Party <input checked="" type="checkbox"/> Loss Payee, as his, her or its interests appear	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>	
<b>Certificate Holder:</b> State of New Hampshire Department of Transportation  Concord NH 03302-0483	<b>Companies</b> By: <u>Debra A. Lewis</u> Authorized Representative  Date Issued: <u>4/2/2013</u>
Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332	

\*Terms in quotes are defined in the Member Agreement.



## CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	<i>Member Number:</i> 562	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> 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	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease -- Each Employee	\$2,000,000
			Disease -- Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of New Hampshire Planning and Community Assistance 7 Hazen Dr Concord, NH 03302-0483			<b>By:</b> <i>Tammy Demers</i>
			<b>Date:</b> 4/2/2013    tdenver@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax





THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.  
COMMISSIONER

Original Contract  
Approved May 25, 2011  
Agenda # 141

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

Commissioner's Office  
May 6, 2011

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**Requested Action**

Authorize the Department of Transportation to enter into a contract with the Strafford Regional Planning Commission (Vendor #155972), Rochester, NH, in the amount of \$907,084.00 to undertake certain transportation related planning activities from July 1, 2011, or the date of Governor and Council approval, whichever is later, through June 30, 2013. (100% Federal Funds)

Funds in Fiscal Years 2012 and 2013, in account SPR Planning are contingent upon the availability and continued appropriation of funds as follows:

04-96-96- 962015-3022 SPR Planning Funds	<b><u>FY 2012</u></b>	<b><u>FY 2013</u></b>
072-500575 Grants to Non-Profits-Federal	\$453,542	\$453,542

**Explanation**

Strafford Regional Planning Commission, a designated Metropolitan Planning Organization (MPO), covers the Urbanized Area communities of Dover and Rochester as well as surrounding towns in the Southeastern region of the State. The Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), provides planning and transit funds for each MPO. Cooperatively, the NHDOT and the Strafford Regional Planning Commission have developed procedures for addressing transportation planning issues.

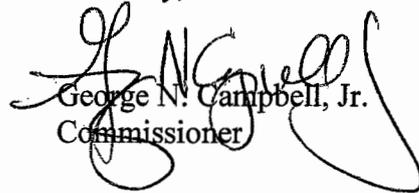
Strafford Regional Planning Commission has developed a proposal to carry out the Metropolitan Planning process as identified by 23 CFR Subpart C and USC Title 23 Section 134 and the Transit Planning process as identified in Section 5303 of the Federal Transit Act.

This contract comprises the biannual Unified Planning Work Program (UPWP) for 2012-2013. As part of the program, Strafford Regional Planning Commission will prepare a comprehensive transportation plan, maintain a transportation database, and develop a regional transportation improvement program. Transportation planning work efforts will include collecting socioeconomic, transportation and roadway systems data, analyzing air quality issues, maintaining the regional transportation computer model, and providing local technical transportation assistance. The Commission will also provide technical assistance to COAST, Wildcat Transit, intercity bus services and paratransit services; provide facilitation and coordination services to regional transit providers; actively participate in the Alliance for Community Transportation group to help move the regional brokerage service forward; review recommended projects included in the Seacoast Regional ITS Architecture Plan and draft Transportation Improvement Program and participate in a transportation planners collaborative the NHDOT.

Strafford Regional Planning Commission can accomplish this work for total fee not to exceed \$907,084.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds. The funding is 100% Federal (involving Metropolitan Planning (PL) and Statewide Planning & Research SPR funds).

The Attorney General has approved this Agreement as to form and execution. Funding for FY 2012 and FY 2013 is contingent upon the availability and continued appropriation 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 an Agreement for professional services as detailed in the Requested Resolution.

Sincerely,



George N. Campbell, Jr.  
Commissioner