



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



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*101*

**CHRISTOPHER D. CLEMENT, SR.**  
**COMMISSIONER**

**JEFF BRILLHART, P.E.**  
**ASSISTANT COMMISSIONER**

Bureau of Planning and Community Assistance  
April 18, 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 Nashua Regional Planning Commission (Vendor #154661), Merrimack, NH, in the amount of \$1,277,892 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:

04-96-96-962015-3022	<b><u>FY 2014</u></b>	<b><u>FY 2015</u></b>
SPR Planning Funds		
072-500575 Grants to Non-Profits-Federal	\$638,946	\$638,946

**EXPLANATION**

The Nashua Regional Planning Commission, a designated Metropolitan Planning Organization (MPO), covers the City of Nashua and surrounding Communities. The Moving Ahead for Progress in the 21st Century (MAP-21), provides planning and transit funds for each MPO. Cooperatively, the NHDOT and the Nashua Regional Planning Commission have developed procedures for addressing transportation planning issues.

Nashua 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 Plan (UPWP) for 2014-2015. As part of this program Nashua Regional Planning Commission will prepare a comprehensive transportation plan, maintain transportation databases, and develop a regional transportation improvement program. Transportation planning work efforts will include collecting socioeconomic and roadway systems data,

analyzing air quality issues, maintaining the regional transportation computer model, and working on focused community efforts to integrate transportation, land use and environmental issues. Transit planning work efforts will include development of a transit system database for buses, regional commuter rail policy and plans to promote passenger bus and rail service, transportation demand model, and coordinate human services transportation planning.

The Nashua Regional Planning Commission can accomplish this work for a total fee not to exceed \$1,437,628.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion (\$1,277,892.00) is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional (\$159,736.00) local funds (collected by Nashua Regional Planning Commission to be applied towards total cost).

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

Christopher D. Clement, Sr.  
Commissioner

**BUREAU OF PLANNING & COMMUNITY ASSISTANT CONTRACT**  
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**BUREAU OF PLANNING & COMMUNITY ASSISTANCE CONTRACT  
FOR PLANNING SERVICES**

**PREAMBLE**

THIS AGREEMENT made by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Nashua Regional Planning Commission, with principal place of business at 9 Executive Park Drive, Suite 201 in the Town of Merrimack, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

Pursuant to 23 CFR 450 subpart C, 23 U.S.C. 134, and Section 5303 of the Federal Transit Act the Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to provide Metropolitan Planning (PL) and Federal Transit Administration (FTA) funds, as a Consolidated Planning Grant (CPG), to the COMMISSION for carrying out the comprehensive, cooperative and continuing transportation planning process in all of its jurisdictions.

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

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 fulfill requirements for metropolitan planning in the Nashua area as set forth in the Unified Planning Work Program (UPWP).

A. LOCATION AND DESCRIPTION OF PROJECT

All communities falling under the jurisdiction of the Nashua Regional Planning Commission designated Metropolitan Planning Organization.

B. SCOPE OF WORK

As described in the attached work program which forms a part of the AGREEMENT, which has been approved by the Department and FHWA.

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

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

D. WORK SCHEDULE AND PROGRESS REPORTS

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

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



**NASHUA REGIONAL  
PLANNING COMMISSION**

**Fiscal Year 2014 – 2015**

**Unified Planning  
Work Program**

**APRIL 2013**

The preparation of this document has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(z)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation



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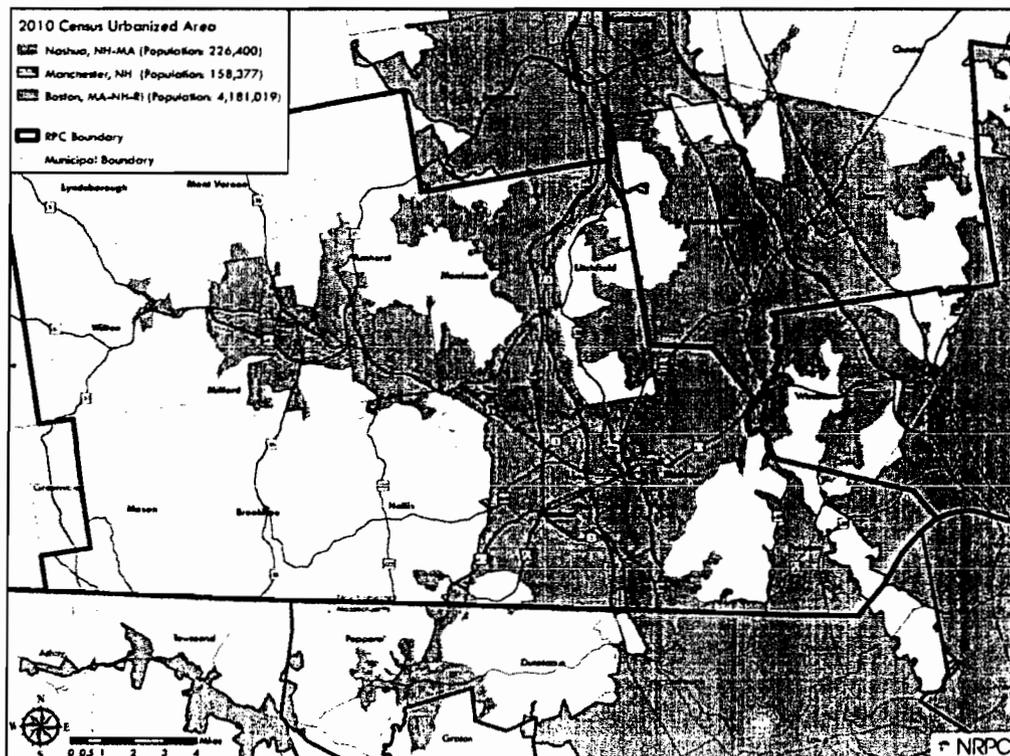
## INTRODUCTION

The purpose of the Unified Planning Work Program (UPWP) is to present all transportation planning activities anticipated within the Nashua Metropolitan Planning Organization (MPO) region during Fiscal Years 2014 and 2015, regardless of funding sources, in a single document. It is developed to meet the requirements of 23 CFR Part 450, Subpart C. The work program is intended to facilitate review procedures, funding applications, grant decisions and allocations, technical and financial monitoring and periodic evaluation of substantive and procedural aspects for intermodal transportation planning under prescribed guidelines.

As of the 2010 Census, the Nashua Urbanized Area population exceeded the 200,000 threshold resulting in the Nashua MPO being designated as a Transportation Management Area (TMA). As a TMA the Nashua MPO has additional requirements to fulfill including the programming of Surface Transportation Program funds and Transportation Alternative funds. In Addition the Nashua MPO must maintain a Congestion Management Plan to ensure that funding is available for projects propose to increase capacity.

The Metropolitan Planning Area for the Nashua Regional Planning Commission and MPO includes thirteen communities; Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Nashua, Pelham, and Wilton. These communities are part of the Nashua UZA or are anticipated to be part of the UZA over the next 20 years. In addition, the Nashua UZA extends to the east northeast including the communities of Auburn, Derry, Londonderry and Windham. These communities are a part of the Southern New Hampshire Planning Commission and MPO Metropolitan Planning Area.

### Nashua MPO Planning Area





As required under federal transportation planning rules when part of an urbanized area served by one MPO extends into an adjacent MPA, the MPOs shall, at a minimum, establish written agreements that clearly identify areas of coordination and the division of transportation planning responsibilities among and between the MPOs. As part of this work program The Nashua MPO will coordinate with FHWA, NHDOT, and the Southern New Hampshire Planning Commission to address the overlap in planning areas.

The UPWP was developed by the Nashua Regional Planning Commission and MPO as a joint responsibility with the Nashua Transit System (NTS) and New Hampshire Department of Transportation (NHDOT). Full cooperation was maintained with the municipalities, recognizing the key role of local elected officials in establishing funding priorities within the urban area and with state transportation planning and implementing agencies.

The lead responsibility for developing the UPWP lies with the NRPC, which has three major responsibilities: 1) NRPC is the designated Metropolitan Planning Organization (MPO) for the Nashua Metropolitan Planning Area, by letter of the Governor of New Hampshire and is responsible as the lead transportation planning organization for the Nashua Urbanized Area; 2) NRPC is the official area-wide planning agency for the City of Nashua and twelve surrounding New Hampshire towns (Figure 1); 3) NRPC is the designated Metropolitan Clearinghouse for this same area, under the provisions of the State of New Hampshire's Intergovernmental Review Process, using the Office of Energy and Planning as the Single Point of Contact for review of the federally funded projects in the Nashua area. This integration of comprehensive transportation and area-wide planning and intergovernmental review responsibilities in the UPWP ensures that the work program is well structured and coordinated.

When developing work projects for the FY 2014-2015 UPWP, the eight planning factors as identified through the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) were considered;

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and for freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation, and;
8. Emphasize the preservation of the existing transportation system.

Current transportation planning regulations require efforts be made to involve users of public transportation in the planning process. NRPC has done this for a number of years through on-board surveys and active coordination with the Nashua Transit System and Souhegan Valley Transportation Collaborative. Additionally, freight shippers must be incorporated into the process. A specific work task associated with this UPWP is to improve coordination with the freight industry and develop and maintain a

list of companies that will be utilized for the TIP/ Metropolitan Transportation Plan development public involvement process.

Integrating transportation with land use development in a sustainable manner is a continuing theme in this work program. This effort has been formalized through the innovative Local Technical Assistance Program known as the **iTRaC Program**. The iTRaC Program is the Nashua Regional Planning Commission's approach to local community planning that focuses on integrating transportation, land use and environmental planning in a sustainable manner resulting in livable communities. The program was developed to assist communities in dealing with the challenges of growth in a coordinated way that sustains community character and fosters a sense of place.

Consistent with ongoing regional planning activities NRPC will continue to place emphasis on the six livability principles developed by EPA, HUD and USDOT. These principles support community based planning decisions to consider:

1. More Transportation Choices:
  - Develop safe, reliable and affordable transportation choices to decrease household transportation costs, reduce energy consumption and dependence on foreign oil, improve air quality, reduce greenhouse gas emissions, and promote public health.
2. Equitable, Affordable Housing:
  - Expand location- and energy-efficient housing choices for people of all ages, incomes, races, and ethnicities to increase mobility and lower the combined cost of housing and transportation.
3. Economic Competitiveness:
  - Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services and other basic needs by workers, as well as expanded business access to markets.
4. Support Existing Communities:
  - Provide analysis of strategies like transit oriented, mixed-use development, and land recycling—to increase community revitalization and the efficiency of public works investments and safeguard rural landscapes.
5. Coordinate Policies and Leverage Investment:
  - Provide information to communities that may allow Federal funding to remove barriers to collaboration, and increase effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.
6. Value Communities and Neighborhoods:
  - Provide opportunity for communities to enhance the unique characteristics by investing in healthy, safe, and walkable neighborhoods—rural, urban, or suburban.

NRPC will maintain focus on specific existing planning emphasis areas put forth by FHWA for those engaged in transportation and transit planning activities. Specifically, NRPC will continue to emphasize the importance of:

- Congestion Management Process



- Performance Based Planning
- Freight Planning
- Fiscal Constraint and Financial Planning
- Climate adaption and extreme weather vulnerability

This work program contains five work categories developed jointly by FHWA, NHDOT, NTS and the MPO. Each work category lists specific tasks and a list of possible work products. Each work category includes the anticipated budget required to substantially complete the listed tasks within the fiscal year.



## **CATEGORY 100 - MPO ADMINISTRATION AND TRAINING**

**Purpose:** This category facilitates the management and supporting administrative tasks that are necessary for the operation of the MPO and Transportation Planning Program. It includes general administrative tasks relevant to the fulfillment of the FY 2014-2015 MPO Unified Planning Work Program (UPWP). It ensures all work is in compliance with federal and state regulations. This includes completion of timesheets and monthly work program reports, attendance at staff meetings, training and other administrative tasks.

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### **TASK 101 Invoices and Accounting**

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**Reporting:** NRPC will develop detailed invoices and monthly reports will describe transportation planning activities completed by the NRPC staff. This task will include refinements to the financial accounting and reporting system and procedures.

**Financial Management and Audit:** NRPC Staff will work to implement the indirect cost requirements consistent with OMB Circular A-87 as an indirect cost rate to be used as the basis of monthly billing, cost allocation and post audit adjustment. NRPC staff will support work related to the preparation of financial audits in compliance with OMB Circulars A-87 and A-133.

**Contract Administration:** Tasks related to the conduct of the UPWP contract and any transportation related sub-contracts and agreements. This task will include meetings with NH DOT to discuss UPWP contracts, maintenance of the DBE program and goals, and Title VI implementation.

#### **Task 101 - Work Products:**

- Monthly Invoices and Reports
- Indirect Cost Rate Proposal

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### **TASK 102 MPO Program Administration**

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**UPWP Development:** This task provides for the development, implementation, and administration of the MPO 2014-2015 Unified Planning Work Program (UPWP).

**UPWP Administration:** General administrative tasks relevant to the fulfillment of the FY 2014-2015 UPWP and to ensure compliance with federal and state regulations. This includes completion of timesheets and monthly work program reports, annual reporting, amendments to the UPWP, mid contract review meetings and attendance at transportation staff meetings, and other administrative tasks.

**MPO Operations:** This task allows NRPC staff to address changes and updates to the MPO Prospectus, NRPC By-laws, and to maintain the TTAC Membership. It also allows management to address the day to day operations of the MPO including staff supervision, review of time sheets and transportation program coordination at an agency level.

**MPO Certification Review:** In FFY 15 FHWA and FTA will conduct the MPO's first TMA Certification Review. NRPC staff will prepare materials and presentations in preparation for the review. In addition



NRPC will participate in a informal “mock” TMA Certification Review in FFY 14 to ensure that the MPO is prepared and understands all TMA requirements.

**Task 102 - Work Products:**

- FY 2014 – 2015 UPWP
- Amendments to the FY 2014 – 2015 UPWP
- MPO Prospectus and by-law updates

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**TASK 103 Training**

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**Training and Conferences:** To develop the analytical skills of the NRPC staff, and maintain knowledge of current regulations and planning practices, Staff will attend workshops, conferences and training classes. Training classes and conferences will directly benefit the transportation planning program. Training topics may include:

- Transit planning,
- Travel Demand Modeling
- Climate change
- Sustainability and livability
- Congestion management
- Performance based planning.

**Task 103 Work Products:**

- Trained staff to implement effective regional and transportation planning activities

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**TASK 104 Indirect Cost Adjustments**

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**Indirect Cost Set Aside:** NRPC will set aside a portion of the UPWP 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 may be allocated to other tasks with the approval of NHDOT.

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**TASK 105 Performance Measures**

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**Performance Measure Development:** In cooperation with NHDOT and FHWA, NRPC staff will research planning based performance measures. This task will cover the staff effort involved in the discussion, development, and implementation or tracking of planning performance measures related to the delivery of services or compliance with application state/federal rules.

**Task 105 Work Products:**

- Documentation of research on Planning Based Performance Measures.

	<u>FY 2014</u>	<u>FY 2015</u>
<b>ESTIMATED COST FOR 100</b>	<b>\$43,129</b>	<b>\$43,129</b>

## **CATEGORY 200 – POLICY AND PLANNING**

**Purpose:** The metropolitan transportation planning process is a means to bring people, information, and ideas together to inform regional transportation decisions in a continuing, cooperative, and comprehensive manner (3C process). A core function of the MPO is to provide necessary technical and coordinating assistance to the public and agencies that are involved in the 3C process. To fulfill the requirements of this function the MPO established policy and procedures to:

- Encourage citizen involvement in the transportation planning process.
- Coordinate with partner agencies to ensure state and federal requirements are met

This Category will include all NRPC activities oriented to the development of Regions Transportation Improvement Program, Long Range Metropolitan Transportation Plan and the States Ten Year Transportation Plan. A key objective of this category is to develop plans and policies for transportation modes and air quality, assist efforts to streamline environmental review.

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### **TASK 201 Ten Year Plan**

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**Ten Year Plan Development:** NRPC will use the Federal Transportation Planning Process to feed the States Ten Year Transportation Plan. Concurrent with maintenance of the 2013 – 2016 TIP and the development of the 2015 – 2018 TIP and update to the Metropolitan Transportation Plan, NRPC will actively participate in the development of the State of NH Ten Year Transportation Program. This task will include Supporting NHDOT with the implementation of the Decision Lens Software, participation in the GACIT hearings, coordination with NHDOT staff and the development of regional needs and priorities for consideration in the Ten Year Plan.

#### **Task 201 Work Products:**

- Technical memos in support of the Ten Year Plan Program
- Project Information Handout for the GACIT Hearings
- Participation in the GACIT Public Hearings
- Project recommendations for the Ten Year Plan Process

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### **TASK 202 Land Use and Environmental Linkages**

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NRPC has long been a leader in planning practices that relate the role of the transportation system to, livability, sustainability and climate change. This task includes all environmental activities that pertain to the connection between land use and transportation.

**Climate Change, Livability and Sustainability:** NRPC will work to identify and implement appropriate transportation and land use recommendations identified in the NH Climate Action Plan. NRPC will continue to identify transportation infrastructure vulnerable to extreme weather event and identify adaption strategies where feasible. In addition, NRPC will coordinate the development of the regional plan to ensure alignment with the revisions to the Long Range Metropolitan Transportation Plan. This effort will incorporate the six livability principles developed by the US DOT and EPA.

1. Provide More Transportation Choices



2. Promote Equitable, Affordable Housing
3. Enhance Economic Competitiveness
4. Support Existing Communities
5. Coordinate Policies and Leverage Investment
6. Value Communities and Neighborhoods

**Environmental Mitigation:** NRPC will monitor environmental issues in support of the region's transportation planning effort. Specific activities may focus on transportation related water quality, wetlands, habitat, hazard mitigation, and historic, cultural and archeological resources. MAP-21 requires that the Metropolitan Long Range Plan include discussions environmental mitigation associated with proposed Long Range Transportation Projects. Work under this task will serve to update the environmental mitigation discussion in the MTP. NRPC will consult the environmental resource agencies during the development of the MTP.

**Environmental Justice:** NRPC works to ensure that there is no disproportionate impact on any minority or low income population caused by the development of new transportation facilities and that input on the development of the transportation system is actively solicited from minority and low income communities. The NRPC regional Plan Development will provide

**Task 202 Work Products:**

- Environmental justice strategies through the regional plan framework
- Educational Materials related to climate change and transportation
- Participation in the New Hampshire Energy and Climate Collaborative and local energy working groups
- Updates to environmental mitigation on existing and proposed long range transportation projects
- Continued application of 2010 demographic data to develop updated Environmental Justice information

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**TASK 203 Transportation Planners Collaborative**

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**Participation in the Collaborative:** NRPC will participate in the Transportation Planners Collaborative process. This task will require NRPC staff to participate in quarterly onsite meetings. In addition, NRPC staff will review meeting materials in advance of each meeting, and, if necessary prepare written memos or presentations relevant to the meeting agenda.

**Task 203 Work Products:**

- Participation in Transportation Planners Collaborative
- Staff will prepare written memos or presentations relevant to the meeting agenda.

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**TASK 204 Interagency Consultation Process (ICP)**

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**Participation in the ICP:** NRPC will participate in the interagency consultation process. This task will require NRPC staff to participate in conference calls or attend onsite meetings each month. In addition, NRPC staff



will review meeting materials in advance of each meeting, and, if necessary prepare written memos or presentations relevant to the meeting agenda.

**Task 204 Work Products:**

- Participation in the Interagency Consultation Process
- Staff will report back to the MPO on relevant topics
- Staff will prepare written memos or presentations relevant to the meeting agenda as necessary.

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**TASK 205     Transportation Improvement Program**

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**MPO TIP Preparation:** Under this task NRPC will maintain and update the region's Transportation Improvement Program (TIP). NRPC will complete the preparation of a the FY 2015–FY 2018 TIP in cooperation with local, state and federal agencies that is based on the short and long-range elements of the endorsed Metropolitan Transportation Plan. This process will require completion of a public participation process and MPO endorsement of the TIP. In addition, NRPC may solicit proposals for federal funding of local and regional projects for consideration in the TIP. Public information meetings will be held during development of the TIP and a public hearing on the draft will be held, followed by MPO endorsement. All work will be completed in compliance with 23 CFR Part 450, Subpart C.

During the first year of the work program (July 2013 – June 2014) work under this task will be split between 1) The maintenance of the 2013 -2016 Transportation Improvement Program (TIP); and 2) The development of the Draft 2015 – 2018 TIP.

1. Maintenance of the 2013 – 2016 TIP will require reviewing and processing amendments and minor revisions to the document. NRPC staff will be required to monitor project status, communicate with NHDOT Staff, and community representatives to ensure projects changes are accurately represented in the TIP. In addition full amendments to the TIP will require staff to notice and hold a public hearing in advance of MPO approval.
2. Development of the draft 2015 – 2018 TIP during the first year of the UPWP will require staff to ensure that project priorities are correctly conveyed to NHDOT so that they may be incorporated into the draft STIP without change. In addition, NRPC staff will coordinate with NHDOT to ensure consistency between the regions priorities and NHDOT's development of the Ten Year Plan.

During the second year of the work program Second Year (July 2013 –June 2014) maintenance efforts of the existing 2013 -2016 TIP will continue. However, more emphasis will be placed on the development of the draft 2015 – 2018 TIP. Upon completion of the states Ten Year Plan Process NRPC will incorporate all of the regions projects from the Ten Year Plan into the TIP without change☺. Final TIP documents will be developed in the fall of 2014. Upon completion of the 2015-2018 TIP the transportation planning cycle will begin again with maintenance of existing documents and development of the drafts 2017 -2020 TIP.

**Project Monitoring:** Effective project monitoring is critical to the planning process, maintaining fiscal constraint and to timely project delivery. In cooperation with NHDOT, NRPC will monitor project progress and make recommendations to optimize project phasing and implementation.

**Obligated Project List:** NRPC will work cooperatively with NHDOT and transit providers to develop an annual listing of obligated projects, including investments in pedestrian walkways and bicycle

transportation facilities, for which Federal funds have been obligated in the preceding year. The listing shall be published or otherwise made available by the cooperative effort of the State, transit operator, and metropolitan planning organization for public review. The listing shall be consistent with the funding categories identified in each metropolitan transportation improvement program (TIP). The annual listing will be completed at the end of the program year and may include visual components such as maps and charts to ensure the information is conveyed to a broad audience with varying levels of familiarity with the transportation planning process. The list will be posted on the NRPC web site.

**Task 205 Work Products:**

- Documentation and processing of TIP Amendments and Administrative Modifications
- Documentation Supporting Fiscal Constraint of the 2011-2014 TIP
- Development of the Draft 2013-2016 NRPC MPO TIP
- Development of the Obligated Project List
- Participation in meetings relative to monitoring and implementation

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**TASK 206 Congestion Management Process**

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**Congestion Management Process Implementation:** The Congestion Management Process (CMP) refers to a systematic approach, collaboratively developed and implemented throughout a large metropolitan region that provides for the safe and effective management and operation of new and existing transportation facilities through the use of demand reduction and operational management strategies. As of the 2010 Census, the Nashua Urbanized Area population exceeded the 200,000 threshold resulting in the Nashua MPO being designated as a Transportation Management Area (TMA). As a TMA the Nashua MPO must demonstrate compliance with CMP requirements outlined in federal transportation guidelines. NRPC will apply the newly developed CMP to the entire NRPC region. This will involve data collection tasks such as traffic counts and travel time runs. Data will be analyzed and compiled into corridor level reports. The entire CMP process will be documented in a regional report and summarized in the next MTP update.

**Task 206 Work Products:**

- Development of Congestion Management Process Reports
- Evaluation of Performance Measures

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**TASK 207 Intelligent Transportation System**

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**Intelligent Transportation System (ITS) maintenance:** NRPC will maintain the Regional ITS Architecture to be consistent with the Statewide ITS Architecture. If recommendations resulting from the CMP require that the regional architecture be updated NRPC will address those needs as they come up.

**Task 207 Work Products:**

- Maintenance of the Intelligent Transportation System Plan

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**TASK 208 Regional Transportation Plan**

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Not applicable to MPO's



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## **TASK 209    Transportation Air Quality Conformity**

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**Mobile Source Budget Development:** NRPC will provide travel demand model support towards the development of a new mobile source emission budget for the SIP. NRPC will continue to work with NHDOT and NHDES in support of the MOVES mobile emissions software. This task will require adjustments to the NRPC travel demand model network as well as additional data collection efforts in support of the changes to the travel demand model.

**Conformity Analyses:** The MPO will continue to assure that the Transportation Plan and Transportation Improvement Program are consistent with the State Implementation Plan for the Southern NH Maintenance Area, as re-classified under the 8-hour Ozone standard in July, 2012. NRPC will conduct the required Transportation Air Quality Conformity analyses in support of the amendment of the region's Transportation Improvement Program and Long Range Metropolitan Transportation Plan. This will include collection and management of data required to run the model. NRPC will continue to ensure that the Transportation Plan is consistent with the State Implementation Plan for the attainment and maintenance of National Ambient Air Quality Standards. The NRPC staff will continue to facilitate the presentation air-quality related information through NRPC meetings, attend meetings of federal and state officials to acquire and share information about transportation planning, project selection and air quality conformity.

### **Task 209 Work Products:**

- Technical memos regarding the regional impact of the revised ozone standard
- Model analysis in support of the development of the mobile source air quality budget in the State Implementation Plan
- Air Quality Conformity Analyses for the TIP and MTP
- Air Quality Conformity Analyses and Statements in support of amendments to the TIP and MTP

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## **TASK 210    Metropolitan/Long Range Transportation Plan**

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**Metropolitan Transportation Plan Update:** This task will focus a full update a financially constrained 2015 - 2040 NRPC Long Range Metropolitan Transportation Plan in conformance with all planning requirements outlined in Map-21. NRPC will hold public information sessions during Plan development and a public hearing on the draft Plan, followed by the endorsement of the MPO.

During the first year of the work program the NRPC will assess the anticipated transportation needs of the region and develop strategies to meet those needs. NRPC will also update the project list and associated financial information to include new projects and needs identified through the project solicitation process. An important element of this task will be to identify the top priority long range projects in the plan.

During the second year of the work program the emphasis will shift towards writing the Long Range Metropolitan Transportation Plan. This component is being timed to coincide with the update of the NRPC Regional Plan. To the extent practicable NRPC will coordinate scenario planning exercises conducted as part of the regional plan into the MTP.



**Task 210 Work Products:**

- Updated and financially constrained 2015 – 2040 Long Range Metropolitan Transportation Plan
- Analysis and technical memos supporting the long range transportation needs of the region outlined in the MTP

	<u>FY 2014</u>	<u>FY 2015</u>
<b>ESTIMATED COST FOR 200</b>	<b>\$208,456</b>	<b>\$208,456</b>

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## **CATEGORY 300 - PUBLIC INVOLVEMENT AND COORDINATION**

**Purpose:** This category includes tasks that provide necessary assistance to agencies that are involved in the 3C transportation planning process. It is also intended to support and encourage citizen involvement in the transportation planning process.

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### **TASK 301 Transportation Technical Advisory Committee**

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**Facilitate the Transportation Technical Advisory Committee:** The Transportation Technical Advisory Committee (TTAC) has been established by the NRPC for the purpose of ensuring that transportation related decisions of the Nashua Regional Planning Commission are based on technically sound planning principles and the goals and objectives of its member communities. The TTAC responsibilities include:

- Provide recommendations to the Commission and the NH DOT on project funding priorities.
- Rendering technical advice to the NRPC regarding contemplated or ongoing projects in the form of written memorandums and presentations at Commission meetings.
- Facilitating an exchange of views with the general public to provide information and elicit input regarding the transportation planning process, programs and projects.

The NRPC Staff provides technical support to the TTAC in the form of meeting content, related transportation and land use data, technical memorandums and presentations. The NRPC staff facilitates a minimum of 10 TTAC meetings per year.

#### **Task 301 Work Products:**

- Technical memos, presentations, white papers and recommendations supporting transportation needs of the region and NHDOT programs and initiatives
- Meeting Minutes and agendas and related committee information
- Participation in and support of the Ten Year Plan Process

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### **TASK 302 MPO Policy Committee Meetings**

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**MPO Policy Committee:** The NRPC full commission acts as the MPO policy committee. The Nashua Regional Planning Commission, as the designated MPO, provides direction and coordination for the conduct of the transportation planning process by its staff. Its main functions include:

- Establishing goals, objectives and policies for transportation in the NRPC area with consideration of recommendations by the TTAC.
- Directing the preparation and adoption of the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP) for the NRPC area and ensuring that the documents are in conformance with the Federal Highway Administration fiscal constraint requirements, per 23 CFR 450 Subpart C.
- Reviewing transportation proposals and projects which require coordination with transportation activities, in order to assure consistency with adopted transportation plans.
- Approving the development of the Unified Planning Work Program (UPWP) and the annual budget necessary to conduct the work tasks.



MPO meetings include representatives from each community within the designated regional planning boundary, as well as additional parties who are part of NRPC MPO for conducting transportation business. The meetings are held quarterly. Under the NRPC by-laws the NRPC Executive Committee shall conduct the affairs of the Commission at times when the Commission is not in session and shall report on its actions to the Commission at the next Commission meeting.

The NRPC Staff provides technical support to the Commission and Executive Committee in the form of meeting content, related transportation and land use data, technical memorandums and presentations. The NRPC staff participates in all Commission and Executive Committee meetings. Staff facilitates public hearings in support of the transportation planning process and endorsement of federally mandated documents.

**Task 302 Work Products:**

- Policy memorandums, presentations and statements in support of regional transportation needs and priorities.
- Minutes and related committee information
- Participation in and support of the Ten Year Plan Process

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**TASK 303    Public Participation Plan**

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**Public Participation Plan Maintenance:** NRPC maintains a stand-alone, written plan for collecting public comments on MPO documents. NRPC will periodically review the existing Public Participation Plan (PPP) and propose updates to meet the requirements of the latest federal guidance. The PPP is designed to meet the regions changing needs while taking advantage of the latest in communications technologies.

**Social Media:** NRPC maintains Facebook and Twitter accounts which are used to educate and inform policy makers and members of the public regarding transportation issues. Posts and Tweets contain summaries of important transportation planning documents and modal plans as well as announcements of public meeting and public participation opportunities.

**Constant Contact:** NRPC uses the Constant Contact email Service to provide more frequent updates on transportation planning activities.

**[www.nashuarpc.org](http://www.nashuarpc.org):** The NRPC web page has become an increasingly important method of outreach and education to the public on transportation issues. NRPC will continue to develop the web page to provide information on all the major transportation modes and issues and also on specific corridor or area plans that are under development. NRPC will also provide links to the web pages of key transportation system operators and partners in the transportation planning process.

**Task 303 Work Products:**

- Update to the Public Participation Plan
- Documentation of public participation
- Electronic communications in support of the transportation planning program
- Maintenance of the MPO and transportation related pages of the NRPC web site



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**TASK 304 Public Outreach**

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**Coordination of Public Outreach:** NRPC has a Program Assistant on staff to increase involvement in the transportation planning process across all sectors of the region. NRPC Program Assistant will continue to facilitate citizen involvement through electronic communications, published reports, informational meetings, forums, workshops and the news media.

NRPC works with the NHDOT to facilitate public informational meetings on the state's transportation program and any other transportation planning activities. NRPC provides assistance to the NHDOT in public forums regarding regional transportation projects and other outreach meetings.

NRPC ensures that all required public notices relative to the transportation planning process are published in local newspapers and electronically on the NRPC website and in social media in a manner that is consistent the federal requirements and NRPC's Public Participation Plan.

**Task 304 Work Products:**

- Meeting announcements
- Public hearing minutes
- Legal Notices in support of all transportation planning activities

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**TASK 305 NRPC Executive Committee**

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**NRPC Executive Committee:** Under the NRPC by-laws the NRPC Executive Committee shall conduct the affairs of the Commission and MPO at times when the Commission is not in session and shall report on its actions to the Commission at the next Commission meeting.

The NRPC Staff provides technical support to the Executive Committee in the form of meeting content, related transportation and land use data, technical memorandums and presentations. The NRPC MPO Coordinator participates in all Executive Committee meetings. Staff facilitates public hearings in support of the transportation planning process and endorsement of federally mandated documents.

**Task 305 Work Products:**

- Policy memorandums, presentations and statements in support of regional transportation needs and priorities.
- Minutes and related committee information
- Participation in and support of the Ten Year Plan Process

	<u>FY 2014</u>	<u>FY 2015</u>
<u>ESTIMATED COST FOR 300</u>	<u>\$43,129</u>	<u>\$43,129</u>

**CATEGORY 400 - PLAN SUPPORT (DATA, MODELING, GIS)**

**Purpose:** Good data and analysis is critical to effective planning and development of performance measures necessary to quantify impact of planning decisions. NRPC manages a robust transportation and land use data collection process and executes technical analyses to:

1. To maintain accurate estimates of current and projected socioeconomic conditions in the NRPC area and to maintain a current database for the development of land use and transportation planning projects, network level plans, air quality, energy and transit planning. Data will be used to avoid or minimize adverse impacts to low income and minority populations and to target outreach to Limited English Proficiency (LEP) groups/populations.
2. To maintain an ongoing database of the physical and operating components of the highway and public transportation system. Also to maintain a database of information related to environmental, cultural and historical features for use in environmental analysis of transportation projects. To maintain the input files associated with transportation modeling including friction factors, network delineation, incorporation of ground counts and appropriate documentation.
3. To forecast transportation needs and land use to provide a minimum 20 year planning horizon for all transportation planning purposes.

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**TASK 401 HPMS Traffic Counts**

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**NHDOT Traffic Count Program:** NRPC will assume responsibility for the NHDOT's Automatic Traffic Recorder (ATR) count program. Staff will perform 24-hour ATR counts per an NRPC established schedule. NRPC will conduct up to 10 intersection turning movement counts during the two-year contract period and up to 10 vehicle classification counts. Count data will be provided to NHDOT each month throughout the counting season. Additional data will be necessary to support the requirements of the MOVES mobile source emissions software. Where applicable the NRPC will coordinate data collection efforts to maximize efficiency. All data will be made available online via Google maps and will be accessible through the NRPC website.

**Task 401 Work Products**

- Up to 130 Automatic Traffic Counts per year for the NHDOT HPMS program
- Maintain GIS traffic count location database.
- Peak hour traffic counts, capacity analysis and level of service.
- Updated traffic count web page via Google Maps and traffic flow map for NRPC region.

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**TASK 402 FHWA Form 536**

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NRPC will work with FHWA and NHDOT to collect data on local receipts and expenditures on transportation projects. This data will be limited to the information on the form FHWA-536.

**Task 402 Work Products**

- FHWA-536 Spending data from local communities.



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### **TASK 403 Geographic Information System**

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GIS data collection and maintenance at an early stage in the planning process will allow NRPC, the public and responsible state and federal officials to be better informed with regard to issues affecting the development of the transportation systems. Staff will maintain and update as necessary GIS databases for all important variables for the transportation program. These will include but are not limited to:

**Land Use Database:** NRPC will continue to track regional growth patterns and update the NRPC traffic model land use files as needed. These include new residential, commercial and industrial development. Data are broken down by traffic analysis zone (TAZ) for each community. NRPC will update GIS data sets to capture new subdivisions and improve general accuracy. Additional data sets could include:

- U. S. Census geography,
- Environmental features (wetlands, habitat, flood plains, etc.),
- Historical and archeological resources.

**Parcel and Road Database:** NRPC will continue to maintain and improve the parcel and road database for the region. This database is used for many important purposes in transportation planning including population and employment forecasting, small area employment estimates, build-out analysis, and right-of-way analysis for bike and pedestrian projects. Related data may include:

- Road Inventory
- RSMS

#### **Task 403 Work Products:**

- GIS maps illustrating town roads, traffic data, Travel Demand Model data, environmental and historic resources and roadway functional classification.
- Update to local and regional buildout analyses as necessary
- Updated local street inventory and HPMS maps.
- Updated ridership and employment density maps for 2010 Census.
- GPS trail and other transportation data sets as requested.
- Road Surface Management System (RSMS) analysis for member communities as requested.

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### **TASK 404 Demographics**

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**Demographics Database:** NRPC GIS Staff will maintain and continue to develop a full set of demographic data to support all transportation planning purposes. Data from the 2010 Census and Census Transportation Planning Package will be maintained and used. Up to date data sets of employment by North American Industrial Class System and number of employees will also be maintained. NRPC will also analyze demographic data related to planning and project activities to ensure Environmental Justice requirements can be met.

#### **Task 404 Work Products:**

- Updated data sets and mapping analyzing the regional demographic profile
- Development of data in support of Title VI and Environmental Justice requirements

- Data supporting planning studies that utilize demographic data.
- Analysis of the CTPP Journey to Work Data
- Analysis of other Census 2010 Data as available

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**TASK 405    Equipment**

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The purchase of new Automatic Traffic Recorders (ATRs) is anticipated during the contract period. An additional GPS unit may be required to support the data collection efforts associated with the CMP.

The purchase of new intersection analysis software is anticipated during the contract period.

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**TASK 406    Travel Demand Model**

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**Regional Forecasts of Population and Employment:** NRPC is required under federal mandate to plan for a minimum 20 year time horizon in its transportation planning products. This is accomplished by basing all NRPC regional plans on a consistent set of population and employment forecasts that are developed and adopted every ten years. NRPC will implement a shift share methodology to forecast regional employment growth and a cohort survival method to forecast population changes.

**Model Network Maintenance:** To effectively provide transportation demand model forecasts for the region, NRPC must continuously maintain the model road network and TAZ structure. As roadway improvements and land use changes occur throughout the region NRPC will ensure that the model network reflects these changes. In addition NRPC maintains multiple networks in support of projects under development in the region such as the components of the former Circumferential Highway Project.

**Model Update Development:** The NRPC travel demand model was updated and recalibrated with 2010 census data. Additional work is necessary to enhance and maintain the model moving forward through the work period. These tasks are summarized below:

1. Collect traffic count data at underserved locations
  - a. About 100 proposed locations
2. Prepare TAZ census data for model input
  - a. Participate in a coordinated household travel survey if feasible.
  - b. Include (optional) items such as income, commuter information, and school age data
  - c. Develop data inputs for any future years using new population projections for household forecasts and ELMI data with extrapolation methods for employment forecasts
3. Prepare intersection data for model input
  - a. Update intersection configuration data for every node in network
  - b. Continue to collect and update timing data for signalized intersections
4. Update trip generation rates and other trip factors
  - a. Review vehicle availability, splits and trip rates for each trip purposes and update if feasible
  - b. Update site-specific trip generation rates. This would involve peak hour person and vehicle counts going in and out of certain businesses.



- c. Other inputs like vehicle occupancy for each trip purpose should be updated if possible as well
- d. Develop necessary data tables to run a peak hour model.
- 5. Model Calibration
  - a. Conduct calibration checks and performance testing, such as shortest path testing, screenline analysis, and zone-to-zone trip table checks
- 6. Documentation
  - a. Complete documentation.

**Peak Hour Model Development:** The increasing focus on traffic issues in the NRPC region has resulted in increased demand for peak hour turning movement forecasts for intersection operation analysis. Over the course of the FY12-FY13 UPWP, NRPC staff has been building the database of land use and traffic operations data necessary to support development of peak hour models. During FY14 and FY15, NRPC staff will develop a peak hour model network.

**Task 406 Work Products:**

- Updated and recalibrated regional travel demand model
- Population and employment forecast through the planning horizon and analysis years
- Highly specific model run data available to all member communities as needed
- Development of a peak hour travel demand model
- Technical briefings and memos related to the model development and update
- Updated users guide and technical documentation

	<u>FY 2014</u>	<u>FY 2015</u>
<b>ESTIMATED COST FOR 400</b>	<b>\$201,268</b>	<b>\$201,268</b>

**CATEGORY 500 - TECHNICAL ASSISTANCE AND SUPPORT (ITRAC)**

**Purpose:** The purpose of this work category is to provide technical assistance to member local governments to integrate transportation, land use, and environmental planning techniques. With reductions in funding for transportation improvements at the federal and state level it is increasingly clear that the NRPC cannot expect the construction of major new facilities to serve increased transportation needs. As a result, NRPC and the municipalities of the region must work together to plan land use patterns that reduce dependence on private automobiles as the primary transportation mode and to improve the efficiency of the transportation system. Work tasks under this category will assist communities with coordinating both transportation and land use systems to successfully guide development and address issues such as automobile dependency and development patterns which hinder the implementation of a multi-modal transportation system.

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**TASK 501 Local & Regional Assistance:**

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**Technical Planning Assistance:** Upon request by local officials, NRPC will provide technical assistance on the coordination of transportation and land use issues. Information and minor assistance by phone, letter or attendance at meetings to address transportation needs of member communities. Technical assistance will be provided to communities on a variety of transportation and land use issues such as, access management, corridor management, context sensitive solutions, transportation impacts of subdivision design and basic traffic analyses.

**Additional Traffic Data Collection:** Staff will perform 24-hour automatic traffic recorder counts per NRPC established schedule for trend analysis and for local master plan updates. This may involve the development of traffic count location maps. Peak hour turning movement counts and capacity analysis at intersections may be conducted for local planning studies. NRPC will maintain a traffic count location GIS database and associated maps.

**Training and Education:** NRPC will develop and implement training sessions for the public and board members from our member communities. The goal is to educate the public and board members about transportation impacts of land use decisions and assist them in developing best practices in their communities. Assistance may include ordinances that maintain compact development patterns, promoting human scale development patterns and increasing livable and sustainable communities.

**Task 501 Work Products:**

- Technical transportation and land use research, assistance and support to communities as requested.
- Technical memos and presentations on transportation and land use strategies that address local needs such as subdivision design review.
- Update and review of local Master Plan transportation chapters and data,
- Local Travel Demand Model Requests
- Traffic data collection and analysis
- Educational materials supporting the transportation/land use connection and USDOT, EPA and HUD Six Livability Principles



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## **TASK 502     Statewide Assistance**

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**Statewide Planning Assistance:** NRPC routinely provides technical assistance for projects, plans, and committees that affect transportation decisions at the State level. NRPC will work with NHDOT to provide data and analysis for development of transportation projects. This task may include support of key ongoing regional projects such as the:

- Northern Merrimack River Crossing,
- Connecting the Sagamore Bridge to NH111,
- Route 101A improvements,
- Route 101 Improvements
- Exit 36S
- Manchester Airport Access Road
- FE Everett Turnpike Widening
- Interstate 93 widening

### **Task 502 Work Products:**

- Technical transportation and land use research, assistance and support to NHDOT planning initiatives.
- Technical memos, analyses and presentations on transportation and land use strategies that address State level needs.
- Formation of technical committees to work on specific state level issues that impact the region.
- Review of state level transportation plans and data
- Participation on DOT initiatives such as the STIP LEAN Review process and project cost estimation review committee
- Travel Demand Model Requests
- Traffic data collection and analysis
- Educational materials supporting the transportation/land use connection and USDOT, EPA and HUD Six Livability Principles

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## **TASK 503     Local Public Agency Program Support**

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This task will support efforts aimed at assisting constituent communities in applying for or managing federal funding programs and grant funds.

**Transportation Alternatives & Congestion Mitigation Air Quality:** NRPC will fully participate in the administration of the Transportation Alternatives (TA) and Congestion Mitigation Air Quality (CMAQ) programs managed by the New Hampshire Department of Transportation. NRPC will review program guidelines, project requirements and eligibility, and project scoring criteria. NRPC will maintain a project ranking and scoring process at the regional level that is compatible with the NHDOT process and requirements. NRPC will provide technical assistance to member communities in the development of TA and CMAQ applications.



**Safe Routes to Schools:** NRPC will continue to be involved in the Safe Routes to Schools initiatives (SRTS). NRPC staff currently chairs the Statewide SRTS Committee and has been on the forefront of the program since its inception.

**State Aid Highway/State Aid Bridge (SAH/SAB):** NRPC staff will actively coordinate with the Bureau of Planning and Community Assistance to increase awareness and understanding of the State Aid Highway and State Aid Bridge funding sources.

**Highway Safety Improvement Program (HSIP):** NRPC will coordinate with the NHDOT HSIP program manager to identify potential project based on the NRPC regional Highway Safety Plan and Safety Analyst Software maintained by NHDOT. NRPC will also participate in the Scenic By-Ways program where applicable.

**Other support:** NRPC staff will work with NHDOT to support project planning, implementation and administration related to the I-93 project. Should phase three of the Community Technical Assistance Program (CTAP), NRPC will participate through attendance at Advisory Committee meetings, Management Committee meetings, writing and developing municipal contracts, solicitation for grant project applications, and outreach to select boards and land use boards and other community groups.

**Task 503 Work Products:**

- Review of program guidance and criteria for the TA, CMAQ and SRTS programs
- Technical assistance for application development and presentation materials for communities applying for grant funds under the SRTS, CMAQ, HSIP and TA Programs
- Educational materials and technical support for the State Aid Highway and Bridge Programs
- Development of regional project scoring and ranking criteria for CMAQ and TA
- Completion of air quality analyses for the CMAQ program
- Participation on project review committees as necessary

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**TASK 504 Special Projects (iTRaC)**

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NRPC is regularly requested to provide transportation planning services to local municipalities. In the past these studies have included town wide and area traffic studies, parking studies, corridor land use and transportation studies, access management studies and special studies related to the development of major regional projects. In addition, assistance in the preparation of transportation subcomponents of master plans will be provided as requested by local communities and updated Census data will be developed for all communities.

For the last five years, these larger local assistance projects have been completed through the NRPC iTRaC Program. NRPC will continue to conduct these special studies on an as needed basis and produce products that are consistent with federal requirements and support the regional transportation process. The iTRaC Program will continue to be the conduit through which projects are vetted and approved. The iTRaC Advisory Committee will meet as necessary to guide the development of project scope and review documents and plans with a transportation and land use focus. Any special projects developed through the iTRaC program will be reviewed and monitored by the NHDOT consistent with the LPA process.



**Task 504 - Work Products**

- Technical Transportation Planning Corridor Studies, Access Management Studies, Parking Analyses
- Transportation Chapters of local Master Plans
- Transportation studies related to major regional development

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**TASK 505 Community Transportation (RCC/SCC)**

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**Facilitate the RCC:** NRPC adopted the Locally Coordinated Transportation Plan for the Greater Nashua and Milford Area (LCTP) on December 20, 2006. The plan was developed through a process that included representatives of public, private and non-profit transportation providers and public, private and non-profit human service providers. The LCTP meets federal requirements allowing the distribution of FTA funds to human service Transit Providers throughout the NRPC region. NRPC will continue to maintain and update the LCTP for the region.

The Nashua Regional Planning Commission continues working with its human service partners towards regional and statewide coordination of human service oriented transportation network in the region. NRPC staff will function as the staff of the RCC on an interim basis to coordinate regional efforts with the state human service transit planning process and implementing stated goals of the LCTP. NRPC will monitor human service oriented transit planning efforts at the state and regional level and work closely with officials from the NHDOT. NRPC staff will also provide support and grant writing assistance to human service transit providers to allow access to FTA funding sources. The end result of this effort will be more cost-effective service delivery; increased capacity to serve unmet needs; improved quality of service; and, services which are more easily understood and accessed by riders. NRPC will continue to attend area agencies meetings; sponsor transportation coordination forum(s), and work with the social service agencies on coordination efforts.

**Planning Assistance to Souhegan Valley Transit Collaborative:** The NRPC staff will work with the SVTC to implement recommendations from the recently completed SVTC Strategic Plan. NRPC will also attend meetings and continue to provide basic transit planning assistance to SVTC including interpretation of FTA funding requirements, and applying for additional funding to implement the goals and objectives of the SVTC Strategic Plan.

**Task 505 Work Products:**

- Facilitation of the Region 7 Coordinating Council
- Support of the Statewide Coordinating Council
- Updates to the LCTP
- Identify service improvements through strategic planning activities with the RCC
- Technical memos and presentations in support of the Region 7 Coordinating Council and Statewide Coordinating Council



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## **TASK 506 Transit and multi-modal Planning**

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**Planning and Technical Assistance to NTS:** NRPC staff will continue to work with NTS to update route and ridership data. NRPC will conduct on-board passenger surveys to address changes to the service and routes, solicit rider opinions and assist in the development of transit policies and programs. NRPC will maintain a current transit route map and provide route modification maps at the request of Nashua Transit System staff. NRPC will also use the newly developed ridership prediction model to assist NTS in its efforts to expand fixed route service throughout the region. In addition, NRPC support split/share negotiations of the Nashua UZA allocation of FTA 5307 funds.

**Transportation Demand Management:** NRPC will continue to coordinate efforts with the NH DOT, neighboring Regional Planning Commissions and Metropolitan Planning Organizations and other agencies within the commuting area to develop a framework to develop a TDM and ride share program to benefit the Nashua region. NRPC will coordinate with neighboring RPC's and MPO's to conduct an assessment of Park and Ride facility usage along major commuting corridors. Further, NRPC may conduct promotional events during Green Commute Week, which occurs in May in conjunction with National Bike to Work Week. Promotional events may include organized bike rides, bicycle rodeos for children, pubic and workplace breakfasts for commuters, and educational booths. Develop a regional incentive program to encourage participation among employees and the general public.

**Regionalization of Transit Service:** NRPC will coordinate with NTS, NHDOT, neighboring transit providers and MPO's to develop a coordinated approach to regionalizing transit service across the Region. An initial step in this process will be to update the Regional Transit Plan to reflect recent trends in ridership and service. The Regional Transit Plan identified a full program of recommendations for improvements to transit service in the region. During FY12 and FY13, NRPC will continue work with Nashua Transit System, the municipalities of the region and the NH DOT on the update of the plan. In addition, NRPC will work with NHDOT, surrounding regions and private providers on the expansion of inter-city transit.

**Bicycle and Pedestrian Planning:** NRPC will continue outreach and planning efforts to expand bicycle and pedestrian facilities in the region. Staff will work cooperatively with NTS, the Bike Walk Coalition of NH, Commute Green NH and large businesses to promote cycling, walking and the use of the Transit System. In addition NRPC will support efforts by NHDOT to update the statewide bicycle and pedestrian plan.

**Safety Management and Operations:** The safety and security of transit for riders and transit employees is a primary goal of the Federal Transit Administration: Ten million Americans use transit each working day. As the population increases, the number of older Americans increases, and the number of Americans with disabilities increases. As a result of these factors, the aggregate number of transit trips and miles will increase in the future. These changes will make it increasingly more difficult to lower the absolute number of safety incidents. FTA will support activities that provide transit officials with access to expert advice through referrals to other industry experts, up-to-date information for assessing system safety and capital requirements, and standards for safer "next generation" vehicles. FTA will also provide oversight and monitor compliance with its drug and alcohol testing rules. Finally FTA, through the Transportation Safety Institute, will support over 200 classes of transit safety and security, including fatigue awareness (recommended by the National Transportation Safety Board).



**Task 506 Work Products:**

- Analysis of passenger surveys
- Updated NTS route maps
- Participation in NTS staff meetings
- Ridership prediction model results and analysis
- Technical memos addressing transit planning, ridership trends and Census 2010 impacts and strategies
- Regional Transportation Demand Management program framework
- Minor updates to the Bicycle Pedestrian Plan
- Products and data related to Green Commute Week

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**TASK 507 Passenger Rail Implementation**

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**Regional Passenger Rail Technical Studies:** NRPC will support planning analyses towards the implementation of passenger rail service between Lowell MA and Nashua. In addition NRPC will monitor and support the Capitol Corridor Project feasibility study by providing technical planning services and data in support of the NH Capitol Corridor Initiative. Further NRPC will:

1. Work with City of Nashua Community Development Department, NHDOT, Boston Express, NTS, Northern Middlesex Council of Governments and Pan AM Railroad to coordinate all aspects of the passenger rail project including development activities for the station sites, providing technical information to support legislation, and technical planning;
2. Coordinate with local regional and state level stakeholders for the proposed extension to Manchester and Concord including the towns of Merrimack, City of Manchester, Manchester Airport, the Greater Manchester Chamber of Commerce, and Southern New Hampshire Planning Commission;
3. Provide public information on the future of passenger rail in the region. This will include maintaining and updating the NRPC website with the most up to date project information

**Task 507 Work Products:**

- Technical memos detailing short and long-range rail planning recommendations.
- Monitoring activities of NHRTA and providing technical advice and support as needed
- GIS maps illustrating station sites and transportation impacts.
- Developing information to keep the city and members of the public informed of the project status
- Website updates.

	FY 2014	FY 2015
<b>ESTIMATED COST FOR 500</b>	<b>\$222,832</b>	<b>\$222,832</b>



## **OTHER FEDERALLY FUNDED OR REGIONALLY SIGNIFICANT PLANNING STUDIES**

The Nashua Regional Planning Commission is often engaged in a number of additional federally funded transportation planning that are not funded through the metropolitan planning process. Typical planning activities include plan development, corridor studies and access management studies funded through special planning and research funds; transit planning through sources such as New Starts, JARC and New Freedoms; and transportation and land use studies funded through designated federal funds. This section of the UPWP contains a listing of federally funded transportation studies that are underway and will continue through a portion of the 2012 – 2013 work program. This section will be amended as necessary to include additional planning studies.

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### **TASK 700 Transportation Community System Preservation - Exit 36S**

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TCSP Program funding is being used to conduct planning analyses in support of the development of a southbound off ramp on US Route 3 at Exit 36 in Tyngsborough, Massachusetts. The Exit 36 Southbound Project has long been recognized as a local and regional priority in both New Hampshire and Massachusetts. Project funds are being used to study the development of Exit 36 Southbound as well as the environmental, social and economic benefits from the completed project.

The Exit 36 Southbound Project has several desired outcomes that address livability and integrate transportation, community and system preservation plans and practices. The goals of this project include:

- Improve the operation of the major roads in the vicinity of the proposed Exit 36 Southbound;
- Create safer roads for all modes of transportation;
- Provide efficient access to services and local and regional job centers;
- Generate opportunities for sustainable growth and economic development;
- Support existing, and initiate new, opportunities for innovative financing and public/private partnerships; and
- Develop a plan for mitigating traffic congestion and greenhouse gas emissions associated with the transportation sector.

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### **TASKS 4400/4420 Community Technical Assistance Program**

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In response to the proposed widening of I-93 between Manchester and Salem NH, the New Hampshire Department of Transportation providing planning and technical assistance to corridor communities to address potential growth impacts resulting from an improved I-93 corridor. The Nashua Regional Planning Commission is facilitating this program as well as providing assistance to its member communities of Litchfield, Hudson, and Pelham as part of this initiative. Under the CTAP program NRPC will:

- Provide GIS mapping services to prepare detailed land use maps for each of the Towns within its region included in the CTAP program;
- Will provide services to collect and analyze information on the existing planning foundation and regulatory base for member communities;



- Lead and coordinate the activities of the NHDOT, other regional planning commissions, and Community Technical Assistance Program representatives to develop the Connecting Transportation and Land Use Project for the Community Technical Assistance Program;
- Lead and coordinate the activities of the NHDOT, other regional planning commissions, and Community Technical Assistance Program representatives to develop the External Communications Plan for the Community Technical Assistance Program; and

**PROJECT COST**

**\$TBD**

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## **OTHER FEDERALLY FUNDED TRANSIT STUDIES**

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### **Rail Alternatives Analysis**

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Funds associated with this task will complete an alternatives analysis for the Capitol Corridor Project. The project will begin with identification of the transportation problems and challenges in the corridor -- a definition of the purpose and need of the project. Alternatives including a range of transit modes will be defined and evaluated according to measures of forecast ridership, capital costs, operating and maintenance costs, environmental impacts, and land use analysis. NHDOT will seek consultant assistance for this project and will coordinate the consultant work closely with the FTA, FRA, the NHRTA, and stakeholders in the corridor. A public information component will be included, and NHDOT anticipates project administration costs to support project coordination and consultant supervision. The final step of the FTA-funded portion of this project will be identification of a locally preferred alternative.

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<b>PROJECT COST</b>	<b>\$1,900,000</b>
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### **Souhegan Valley Transportation Collaborative – 5310 Purchase of Service**

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NRPC will serve as a fiscal agent for the Souhegan Valley Transportation Collaborative (SVTC). The Souhegan Valley Transportation Collaborative (SVTC) is a cooperative effort between participating communities (Amherst, Brookline, Hollis and Milford) to provide affordable, handicapped accessible transportation to area residents. The principle service, known as Souhegan Valley Rides, is a demand response, curb-to-curb transportation service using handicap accessible, low-floor ramp style 14 seat mini-buses (including 2 wheelchair spaces). The buses, drivers and call center operations are subcontracted from the Nashua Transit System (NTS).

The bus service provides rides for non-emergency transportation within the four participating towns and to and from Nashua. Rides are available for healthcare related appointments, including medical appointments, outpatient therapy, counseling, laboratory visits, pharmacy pick ups and dialysis as well as to social service agencies such as SHARE Outreach, DHHS, SSA and Employment Security. In July 2011, FTA 5310 program funding enabled SVTC to increase service availability from 3 days per week (8:00AM to 4:00PM) to 5 days per week (8:00AM to 6:00PM). Additionally, the service was expanded to include rides for senior activity centers, town facilities and local libraries, and local dining locations sponsored by St Joseph Community Services. Rides are also available two days per week for shopping at five major shopping destinations in Amherst, Milford and Nashua. SVTC is seeking Federal Transit Administration (FTA) 5310 funds to:

- Continue providing service 5 days per week (Monday through Friday)
- Continue service availability 10 hours per day (8:00AM to 6:00PM)
- Expand to include other Souhegan Valley communities
- Explore limited Saturday service and other service design options based on community needs
- Maintain flexibility to modify the number or types of ride destinations available through the service based on passenger demand and community needs.

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<b>PROJECT COST</b>	<b>\$152,638</b>
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**Nashua Transit System Planning – 5307 Planning Funds**

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Nashua Transit System Planning: NTS will undertake the following activities using FTA Section 5307 Funds, and may utilize both NTS staff resources and /or outside consulting assistance:

- Provide assistance with planning and mobility management to SVTC, the Regional Coordinating Council (RCC) for the Greater Nashua region.
- Participate in updates as needed to the SAFETEA-LU locally coordinated public transit/human service transportation plan for the region.
- Educate community leaders on transit service activities
- Continue active participation in the MPO Policy & Transportation Technical Advisory Committee
- Participate in the development of the Metropolitan Transportation Plan
- Support regional transportation initiatives developed by the MPO and NHDOT
- Continue ongoing general and comprehensive transit planning.
- Conduct biennial system review.

**PROJECT COST**

**\$212,229**

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#300ZZ-436



**ARTICLE I**

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

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

F. DATE OF COMPLETION

The date of completion for the planning services rendered under this AGREEMENT shall be June 30, 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 \$1,437,628.00, representing the total amount and expenses shall not exceed \$718,814.00 in FY 2014, unless the Department specifies otherwise based upon its review of the FY 2014 work progress. Funding from two sources, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), will be combined into a Consolidated Planning Grant (CPG). Of the (\$1,437,628.00), 89% (\$1,277,892.00) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and 20% (\$159,736.00) from the Nashua Regional Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$1,277,892.00 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

## ARTICLE II

restricted to employees assigned to this project. Any overtime required for this project shall have the prior written approval of the DEPARTMENT.

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

## ARTICLE II

COMMISSION'S established policy and 23 CFR 260.400 – 407 but shall not exceed that allowed in the Federal Travel Regulations 41 CFR 300 - 304. The DEPARTMENT will not reimburse mileage and per diem costs above those allowed in the Federal Travel Regulations, without appropriate documentation. For training expenses to be reimbursed, they must be pre-approved by the DEPARTMENT (specifically listed in the approved UPWP scope of work or subsequent NHDOT approval), , and 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 and approved by the DEPARTMENT.

D. FIXED FEE

Blank

E. PAYMENTS

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

F. RECORDS - REPORTS

The COMMISSION shall maintain adequate cost records for all work performed under this AGREEMENT. Reports, studies, meeting minutes, plans, maps, data, and other work performed for the DEPARTMENT and/or other entities billed to this contract shall be submitted when completed. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times

## ARTICLE II

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 the 2 CFR 225.

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

ARTICLE III

**ARTICLE III - GENERAL PROVISIONS**

A. HEARINGS, ETC.

Blank

B. CONTRACT PROPOSALS

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 9 Executive Park Drive, Suite 201, Merrimack, 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, consistent with 23 CFR Section 450, Title 23 Section 134 USC, and Section 5303 of the Federal Transit Act, are required due to a revision in the scope of the UPWP, 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.

## ARTICLE IV

### 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.

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.

ARTICLE IV

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 may act as an agent of the STATE, but shall not act as an employee of the STATE.

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.

## ARTICLE IV

### 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 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 coverage's, 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.

## ARTICLE IV

### 4. No Third-Party Rights

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

### 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 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 it 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.

## ARTICLE IV

### 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 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

#### ARTICLE IV

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.

- (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

#### ARTICLE IV

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 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

#### ARTICLE IV

subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its COMMISSIONs shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its COMMISSIONs shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of agreements financed in whole or in part with Federal funds.

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

## CERTIFICATE OF VOTE

I, Janet Langdell, (Chairperson) of the Nashua Regional Planning Commission, do hereby certify that at a meeting held on June 20, 2012:

1. I am the duly elected and acting Chairperson of the Nashua Regional Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Nashua Regional Planning Commission Executive Committee authorized the Executive Director, Kerrie Diers, 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 Chairperson of the Nashua Regional Planning Commission on this 17 day of April, 2013.

Janet Langdell chairperson  
(name, position)

STATE OF NEW HAMPSHIRE  
County of Hillsborough

On this 17 day of April, 2013, before me, Karen Baker, the undersigned officer, personally appeared, Janet Langdell, who acknowledged him/herself to be the Chairperson of the Nashua Regional Planning Commission, and that he/she, as such Chairperson, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Karen M. Baker  
Notary Public, Justice of the Peace  
(Official Seal)

KAREN M. BAKER, Notary Public  
My Commission Expires August 24, 2018  
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.

Nashua Regional Planning Commission  
(Company)

By: Kerrie Diers



Executive Director  
(Title)

Date:   4-17-13  

**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 The Nashua Regional Planning Commission, and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

4-17-13  
(Date)

Kenneth  
(Signature)

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

(SEAL)

**Consultant**

CONSULTANT

Dated: 4-17-13

By: *Kenn Oles*  
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

Dated: 4-18-13

By: *Michael P. Bellamy*  
for Commissioner, NHDOT

**Attorney General**

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

Dated: 4/26/13

By: *M. J. White*  
Assistant Attorney General  
John 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                     *Kerrie Diers*                     Date:                     4-17-13                    

Name/Title: Kerrie Diers, 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 Adminstration of Planning Funds guidebook. The Subrecipient understands that the NH Department's Adminstration 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 Kerrie Diers Date: 4-17-13

Name/Title: Kerrie Diers, Executive Director



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

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2012	7/1/2013	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b>  <input type="checkbox"/> Any auto	7/1/2012	7/1/2013	Combined Single Limit (Each Accident)	\$500,000
			Aggregate	\$500,000
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
			Each Accident	\$
			Disease – Each Employee	\$
			Disease – Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** The certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>  By: <i>Tammy Denver</i>  Date: 4/25/2013    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Department of Transportation 7 Hazen Drive Concord, NH 03302					



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

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<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>	7/1/2012	7/1/2013	<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>  <b>By:</b> <i>Tammy Denver</i>  <b>Date:</b> 4/8/2013    tdenver@nhprimex.org Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Department of Transportation 7 Hazen Drive Concord, NH 03302			