



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance
April 29, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment with the Nashua Regional Planning Commission (Vendor #154661), Merrimack, NH, by extending the completion date from June 30, 2013 to December 31, 2013 effective upon Governor and Council approval. This is a time extension only, requiring no additional funds.

EXPLANATION

This contract with the Nashua Regional Planning Commission was originally approved by Governor and Council on June 8, 2011 as item #172.

The Nashua Regional Planning Commission, a designated Metropolitan Planning Organization (MPO), covers the City of Nashua and surrounding Communities. The Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for User (SAFETEA-LU), 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 requested an extension to the contract completion date in April 2013 and supplied appropriate contract documentation in April 2013. As part of this amendment, Nashua Regional Planning Commission will continue its work relative to completing its Metropolitan Long Range Transportation Plan, continue Performance Measure Development, and make enhancements to its website to further facilitate public participation.

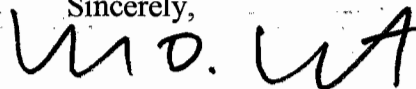
The total contract amount (not to exceed \$1,372,366) is unchanged. Work on this project is currently 80% complete, and by June 30, 2013, \$98,000 will be left to be spent on this extended work.

Original Completion Date
By this Amendment

June 30, 2013
December 31, 2013

The amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed amended Agreement are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Sincerely,

A handwritten signature in dark ink, appearing to read "C.D. Clement, Sr.", written in a cursive, stylized script.

Christopher D. Clement, Sr.
Commissioner

Amendment to Contract # 4001388 between the State of NH Department of Transportation and Nashua Regional Planning Commission (approved 6/8/2011, Item #172).

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

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

F. DATE OF COMPLETION

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



NRPC

NASHUA REGIONAL PLANNING COMMISSION

April 15, 2013

Bill Watson
NH Department of Transportation
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

Re: **FY2012-2013 UPWP Contract Extension Request**

Dear Mr. Watson,

The purpose of this letter is to request a no-cost extension of NRPC's FY 2012-2013 UPWP contract to December 31, 2013 to allow the completion of tasks that were delayed due to circumstances beyond the control of the Nashua Regional Planning Commission.

At this point in time, we estimate that NRPC will expend \$833,000 of the FY 13 contract by June 30, 2013 and that work items listed under tasks 300, 400, 500 and 600 in the NRPC FY12-13 UPWP will be substantially complete. We anticipate that there will be approximately \$40,000 remaining in the contract to be expended through this requested extension to address the following tasks:

Task 100 MPO Administration and Training:

- Work under Task 100 is projected to be 90% complete with approximately 66% of the budget associated with this task spent by the end of the current contract.
- The remaining work to be completed is under Subtask 105 Performance Measure Development. Work on this task was delayed in anticipation of FHWA guidance to support the development of performance measures at the MPO and state level. NRPC estimates \$12,000 remaining in the current budget for Task 100 will be used to develop performance measures consistent with FHWA guidance.

Task 200 Policy and Planning

- Work under Task 200 is projected to be 95% complete with approximately 94% of the budget associated with this task spent by the end of the current contract.
- The remaining work to be complete is associated with Subtasks 210 Metropolitan Long Range Transportation Plan. Work on this task was delayed to coordinate with planning with the NRPC Regional Plan. NRPC estimates \$13,000 remaining in the current budget for Task 200 will be used to continue public outreach and develop data and analyses supporting coordination of the Regional Plan and Metropolitan Transportation Plan.



NRPC

NASHUA REGIONAL PLANNING COMMISSION

Task 300 Public Involvement and Coordination:

- Work under Task 300 is projected to be 60% complete with approximately 50% of the budget associated with this task spent by the end of the current contract.
- The remaining work to be completed is under Subtask 303 Public Participation. Specifically NRPC has initiated the update of the NRPC website. NRPC will enhance the transportation features of the site to greatly enhance the user experience and convey the mission of NRPC and NHDOT. NRPC Estimates \$15,000 remaining in the budget will be used to develop transportation specific features of the web site.

Please contact me if you have any questions and I look forward to your favorable consideration of the requested extension.

Sincerely,

NASHUA REGIONAL PLANNING COMMISSION

Kerrie Diers
Executive Director



Nashua Regional Planning Commission

Scope of Work

2012-2013 UPWP Extension

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 2012-2013 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.

TASK 105 Performance Measures

Performance Measure Development: In anticipation of the re-authorization of the federal highway bill 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.

FY 2014

ESTIMATED COST FOR 105

\$12,000

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.

TASK 210 Metropolitan/Long Range Transportation Plan

Metropolitan Transportation Plan Update: This task will focus a full update a financially constrained 2013 - 2040 NRPC Long Range Metropolitan Transportation Plan in conformance with all planning requirements outlined in the anticipated highway fund re-authorization. NRPC will hold public information sessions during Plan development and a public hearing on the draft Plan, followed by the endorsement of the MPO. Development of the Long Range Metropolitan Transportation Plan will include the required Air Quality Conformity Analysis in cooperation with NHDOT and NHDES.

NRPC will coordinate the development of the MTP with the development of the NRPC Regional Plan. This will require extending public input opportunities in to the summer and fall of 2013.

Task 210 Work Products:

- Data and materials to support public input session for the MTP and Regional Plan
- Synthesizing data collected to develop coordinated planning documents
- Analysis and technical memos supporting the long range transportation needs of the region outlined in the MTP

FY 2014

ESTIMATED COST FOR 210

\$13,000

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.

TASK 303 Public Participation Plan

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 redevelop 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.

NRPC will develop transportation specific web based applications to support NRPC and NHDOT transportation planning initiatives. In addition NRPC will develop a graphical interface to provide opportunity to collect public input. Both of these applications support FHWA *visualization* requirements.

Flagship Application: Transportation Data Viewer

- View Project Descriptions and traffic observations in one environment
- Builds upon existing kml-enabled functionality: <http://bit.ly/XszwDV>
- Navigate by location (address, city, zip code, or place name) to view point observations or project descriptions.
- Click on a point of interest or grouping multiple points on the map yields traffic count information tables, which includes: Date of Count; NRPC File #; Type; Annual Average Daily Traffic (AADT); Municipality; Route Number; Road Name; Count Direction;
- Data tables are exportable as .CSV
- Project filters include Type, Community, and Lead Agency.
- Map markup tool to provide feedback/corrections back to NRPC.
- Printable map template
- Google or similar basemap
- Pass coordinates to Google Street View and Bing oblique aerials

Flagship Application: Map "Markerboard"

- Facilitates collection of NRPC survey data where answers have a spatial or location component
- Google or other streetmap-style basemap
- Displays an NRPC-supplied question such as, "Where are your favorite places in the Region?" "Where do you believe commercial land use should be permitted?"
- Allows users to place points, lines, and/or polygons on the map, and fill in attributes
- Displays responses to other survey respondents, immediately, upon refresh, or after a pre-defined time interval.
- Captures input in a GIS file format format
- Google or similar basemap

FY 2014

ESTIMATED COST FOR 303

\$15,000

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, 2016

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 ineligible by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

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

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

4-17-13

(Date)

Kenneth

(Signature)

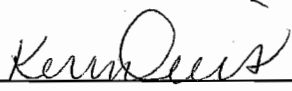
IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

Consultant

CONSULTANT

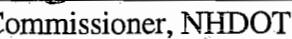
Dated: 4-17-13

By: 
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

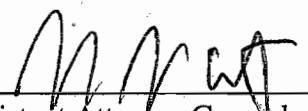
Dated: 4/30/13

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

Attorney General

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

Dated: 5/13/13

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

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

NON-DISCRIMINATION ASSURANCES

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

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

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

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

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

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

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

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

Signature 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 Administration of Planning Funds guidebook. The Subrecipient understands that the NH Department's Administration of Planning Funds guidebook constitutes part of the grant agreement.
22. The Subrecipient understands and agrees that allowable membership dues will be included as indirect costs.

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

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

Signature Kerrie Diers Date: 4-17-13

Name/Title: Kerrie Diers, Executive Director

CERTIFICATE OF COVERAGE

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

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

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

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

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

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
☒ General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ 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)	
☒ Automobile Liability ☐ Any auto	7/1/2012	7/1/2013	Combined Single Limit (Each Accident)	\$500,000
			Aggregate	\$500,000
☐ Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	\$
			Disease — Each Employee	\$
			Disease — Policy Limit	\$
☐ Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

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

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Nashua Regional Planning Commission 9 Executive Park Drive Suite 201 Merrimack, NH 03054	Member Number: 519	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not
General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence			Each Occurrence \$ General Aggregate \$ Fire Damage (Any one fire) \$ Med Exp (Any one person) \$
Automobile Liability Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate
☒ Workers' Compensation & Employers' Liability	7/1/2012	7/1/2013	☒ Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit \$
☐ Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: State of New Hampshire Department of Transportation Hazen Drive Concord, NH 03302	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Dewar</i> Date: 4/8/2013 tdenver@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Original Contract

G&C June 8, 2011

Item #172

Commissioner's Office
May 5, 2011

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

Requested Action

Authorize the Department of Transportation to enter into a contract with the Nashua Regional Planning Commission (Vendor #154887), Merrimack, NH, in the amount of \$1,372,366 to undertake certain transportation related planning activities from July 1, 2011, or the date of Governor and Council approval, whichever is later, through June 30, 2013. (100% Federal Funds).

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

04-96-96- 962015-3022 SPR Planning Funds	<u>FY 2012</u>	<u>FY 2013</u>
072-500575 Grants to Non-Profits-Federal	\$689,683	\$682,683

Explanation

The Nashua Regional Planning Commission, a designated Metropolitan Planning Organization (MPO), covers the City of Nashua and surrounding Communities. The Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for User (SAFETEA-LU), 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.

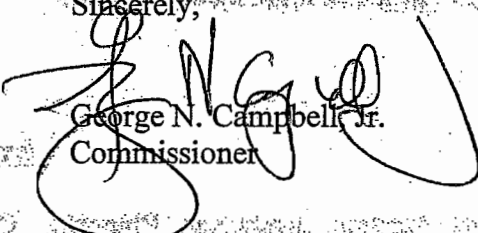
Nashua Regional Planning Commission has developed a proposal to carry out the Metropolitan Planning process as identified by 23 CFR Subpart C and USC Title 23 Section 134 and the Transit Planning process as identified in Section 5303 of the Federal Transit Act.

This contract comprises the biannual Unified Planning Work Program (UPWP) for 2012-2013. 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, coordinate human services transportation planning, and build its capacity and implement iTRIPS, a regional rideshare program for the Nashua Region of New Hampshire.

The Nashua Regional Planning Commission can accomplish this work for a total fee not to exceed \$1,551,786.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion (\$1,372,366) is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research SPR funds) with additional (\$179,420) local funds (provided by Nashua Regional Planning Commission).

The Attorney General has approved this Agreement as to form and execution. Funding for FY 2012 and FY 2013 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and, subsequent to Governor and Council approval, will be on file at the Department of Transportation. It is respectfully requested that authority be given to enter into an Agreement for professional services as detailed in the Requested Resolution.

Sincerely,


George N. Campbell Jr.
Commissioner