



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Planning & Community Assistance
December 10, 2018

REQUESTED ACTION

Authorize the Department of Transportation to amend an existing contract with the Strafford Regional Planning Commission (Vendor #155570), Rochester, NH, by increasing the original contract amount by \$18,715.50 from \$954,792.00 to \$973,507.50, to undertake certain transportation related planning activities effective upon Governor and Council approval. The original agreement was approved by Governor and Council on June 21, 2017, Item #61. The amended contract will be effective upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Funding for this amendment is available as follows for FY 2019:

04-096-096-962515-2944	<u>FY 2019</u>
SPR Planning Funds	
072-500575 Grants to Non-Profits-Federal	\$18,715.50

EXPLANATION

The Strafford Regional Planning Commission, a designated Metropolitan Planning Organization (MPO), contains the Urbanized Area communities of Dover and Rochester, as well as, surrounding towns in the southeastern region of the State. The Fixing Americas Surface Transportation (FAST) Act provides planning and transit funds for each Regional Planning Commission. Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the Strafford Regional Planning Commission (SRPC) has developed procedures for addressing transportation planning efforts and initiatives.

This contract amendment will provide for additional funds to allow the Strafford Regional Planning Commission to perform necessary updates to its regional Travel Demand Model. These updates are necessary to allow the State of NH to address Air Quality Conformity requirements re-imposed on NH due to a recent federal court decision, *Southcoast vs. EPA*. The update of the Travel Demand Model will allow the Strafford Regional Planning Commission to expeditiously process the required regional Transportation Improvement Program (TIP) in coordination with the Statewide Transportation Improvement Program (STIP).

All other provisions of the agreement shall remain in effect.

In the event that Federal Funds become unavailable, General Funds will not be requested in support of this project.

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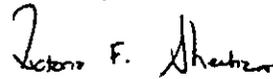
The following table illustrates the increased funding amount from original contract:

SRPC Proposed Increase	90% Federal Share	10% RPC Share	Total Amount
Original Contract	\$954,792.00	\$106,088.00	\$1,060,880.00
Contract Increase	\$18,715.50	\$2,079.50	\$20,795.00
Proposed Contract	\$973,507.50	\$108,167.50	\$1,081,675.00

The Amendment has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available for the contract period pending enactment of the Fiscal Year 2019 budget. Copies of the fully executed 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.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

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BUREAU OF PLANNING & COMMUNITY ASSISTANCE
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ATTACHMENTS

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ARTICLE I

STRAFFORD REGIONAL
PLANNING COMMISSION
FED. NO.: X-A004(619)
STATE NO. 41375A

BUREAU OF PLANNING & COMMUNITY ASSISTANCE CONTRACT
FOR PLANNING SERVICES

PREAMBLE

THIS AGREEMENT made by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and the Strafford Regional Planning Commission, with principal place of business at Rochester Community Center, 150 Wakefield Street, Suite 12 in the City of Rochester, 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 jurisdictions of the Strafford Regional Planning Commission.

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 Strafford 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 Strafford 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 Federal Highway Administration (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.



Strafford Metropolitan Planning Organization

Fiscal Year 2018-2019 Unified Planning Work Program

"The preparation of this document was funded 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 [Section 505(a)], and Metropolitan Planning Programs [Section 104(d)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official view or policies of the U. S. Department of Transportation."

Strafford Regional Planning Commission & Metropolitan Planning Organization
Unified Planning Work Program FY2018-2019

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Strafford Regional Planning Commission & Metropolitan Planning Organization
Unified Planning Work Program FY2018-2019

Endorsements

ORGANIZATION	DATE OF ENDORSEMENT or ADOPTION
Strafford Metropolitan Planning Organization Technical Advisory Committee	March 3 rd 2017
Strafford Metropolitan Planning Organization Policy Committee	March 17 th 2017; readopted April 21, 2017 with NHDOT signoff
NH Department of Transportation	

¹ Due to a snowstorm event in March cancelling the meeting with SRPC, NHDOT, FHWA, & FTA, the Policy Committee adopted the public review draft prior to all parties meeting to discuss comments and requests for changes. Based on the language changes in the tasks and subtasks, slight decrease in funding and restructuring of the tasks within the categories, MPO staff decided to present the UPWP updates to the Policy Committee on April 21, 2017 and to seek the readoption of the scope of work and budget for FY2018/2019.

Strafford Regional Planning Commission & Metropolitan Planning Organization
Unified Planning Work Program FY2018-2019

List of Abbreviations

AADT	Average Annual Daily Traffic
ACS	American Community Survey
ACT	Alliance for Community Transportation
ADA	Americans with Disabilities Act of 1990
ADT	Average Daily Traffic
CAA	Clean Air Act Amendments (1990)
CFR	Code of Federal Regulations
CMAQ	Congestion Mitigation/Air Quality Program
CMP	Congestion Management Process
COAST	Cooperative Alliance for Seacoast Transportation
CTAP	Community Technical Assistance Program
GTPP	Census Transportation Planning Package
DBE	Disadvantaged Business Enterprises
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GACIT	Governor's Advisory Council on Intermodal Transportation
GIS	Geographic Information System
GPS	Global Positioning System
GSCC	Granite State Clean Cities Coalition
HPMS	Highway Performance Monitoring System
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
ITS	Intelligent Transportation Systems
MAP-21	Moving Ahead for Progress in the 21 st Century
MOU	Memorandum of Understanding
MPA	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
MSA	Metropolitan Statistical Area
NHDES	New Hampshire Department of Environmental Services
NHDOT	New Hampshire Department of Transportation
NHOEP	New Hampshire Office of Energy & Planning
NHARPC	New Hampshire Association of Regional Planning Commissions
PBP	Performance Based Planning

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PBPP	Performance Based Planning and Programming
PL	MPO Planning Funds (administered by FHWA)
RCC	Regional Coordinating Council
RPA	Regional Planning Agency
RPC	Regional Planning Commission
PSAP	Participant Statistical Areas Program
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act- A Legacy for Users
SCC	Statewide Coordinating Council
SIP	State Implementation Plan (for Air Quality Conformity)
Strafford MPO	Strafford Metropolitan Planning Organization
SMPDC	Southern Maine Planning & Development Commission
SPR	State Planning and Research Funds
SRPC	Strafford Regional Planning Commission
TAC	Technical Advisory Committee
TAZ	Transportation Analyses Zone
TDM	Transportation Demand Management
TEA-21	Transportation Equity Act for the 21 st Century
TIP	Transportation Improvement Program
TOD	Transit Oriented Development
TMA	Transportation Management Area
TMA	Transportation Management Association
TPC	Transportation Planners Collaborative
UNH	University of New Hampshire
UZA	Urbanized Area
UPWP	Unified Planning Work Program
VMT	Vehicle Miles Traveled
WBE	Women's Business Enterprises
3Cs	Continuing, Comprehensive, and Cooperative Transportation Planning

Strafford Regional Planning Commission & Metropolitan Planning Organization
Unified Planning Work Program FY2018-2019

Introduction

The *Unified Planning Work Program* of the Strafford Metropolitan Planning Organization (Strafford MPO) identifies the planning priorities and work activities that the Metropolitan Planning Organization will address during the two year program period. The development of the *Unified Planning Work Program* is required as part of the Continuing, Comprehensive, and Cooperative (3C's) metropolitan planning process and specifically the Metropolitan Planning Rules (23 CFR 450:308 - <http://cfr.vlex.com/vid/450-308-metropolitan-boundaries-19724985>). The unified aspect of the document, as indicated in the title, means that it encompasses all transportation planning activities that are foreseen, regardless of funding source or implementing agency. The contracted program period for this program is the two-year period from July 1, 2017 to June 30, 2019.

The Strafford Regional Planning Commission (SRPC) provides staffing, and through its appointed Commissioners, with the addition of affiliated state, federal and regional transportation agencies, acts as the policymaking body of the Strafford MPO. Strafford MPO has played an important role in transportation planning for the southeastern region of New Hampshire for thirty-four years and key dates include the following:

1982 The Seacoast Metropolitan Planning Organization was created when the 1980 Census population of the Dover-Rochester-Portsmouth urbanized area went over 50,000. Urbanized regions with populations greater than 50,000 are required to have Metropolitan Planning Organizations.

1993 In response to mandates of the Clean Air Act and the Intermodal Surface Transportation Equity Act (ISTEA), organizational changes occurred in FY 1993 and 1994 to expand the Seacoast Metropolitan Planning Organization to include all communities in the regional planning commission area.

2007 The Seacoast Metropolitan Planning Organization and the Salem Plaistow Windham Metropolitan Planning Organization were realigned to conform to the existing Rockingham Planning Commission and Strafford Regional Planning Commission boundaries. The Governor approved the re-designation on July 19, 2007. The Strafford Metropolitan Planning Organization is coterminous with the boundaries of the Strafford Regional Planning Commission. The Rockingham Metropolitan Planning Organization is coterminous with the boundaries of the Rockingham Planning Commission.

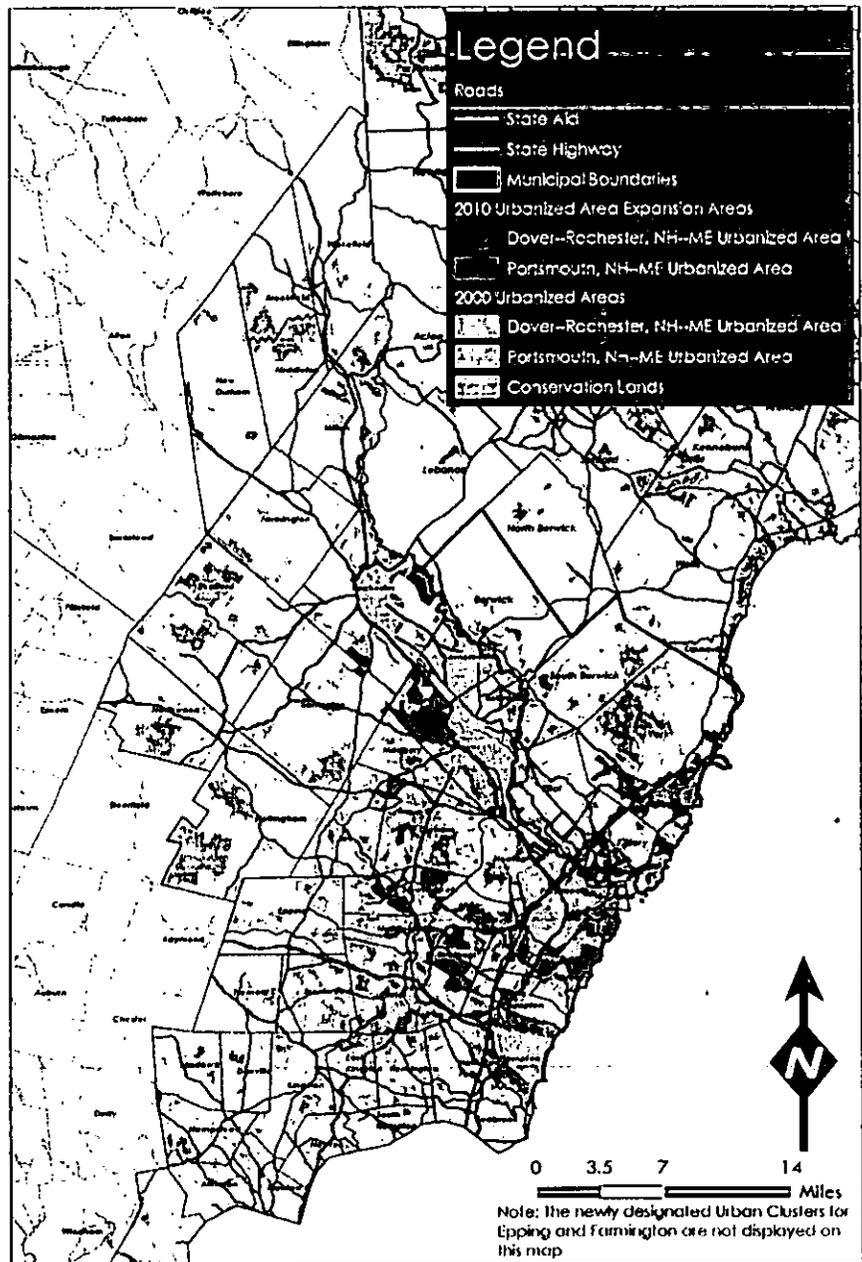
Stafford Regional Planning Commission & Metropolitan Planning Organization
 Unified Planning Work Program FY2018-2019

Stafford Region Communities and Organizations

The Stafford Regional Planning Commission (SRPC) staff perform several roles derived from state and federal designations. Work completed under the planning commission designation is enabled by New Hampshire state legislation for regional planning commissions. Work completed under the MPO designation is enabled by federal legislation and overseen by FHWA. Lastly, work completed under the Economic Development District designation is enabled by federal legislation and overseen by the Economic Development Administration.

The Metropolitan Planning Organization represents the cities of Rochester, Somersworth, and Dover and the towns of Barrington, Brookfield, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Newmarket, Northwood, Nottingham, Rollinsford, Stafford, and Wakefield, New Hampshire.

Stafford MPO is a collaborating partner with regional transit operators including Amtrak Downeaster, COAST public transit, Alliance for Community Transportation, University of New Hampshire Wildcat Transit, and C&J-Buslines – which provides intercity bus service from Dover, NH to Boston and New York City.



Funding Sources for the 2018-2019 Unified Planning Work Program

Transportation planning funds that support the unified planning work program scope of work are received from the primary sources listed below. Transportation projects in the Strafford region that are not included as part of the *2018-2019 Unified Planning Work Program* scope of work are listed at the end of the document with their respective funding sources.

1. Federal Highway Administration (PL Funds)
2. Federal Transit Administration (Section 5303 funds)
3. State Planning & Research (SPR Funds)
4. New Hampshire Department of Transportation (Local Match-subject to funding)
5. Strafford Regional Planning Commission (Local Match-subject to funding)
6. Toll Credits (see Section 120(j) of Title 23)

The majority of funds are authorized by 23 USC 104², Metropolitan Planning (PL) funds, and 49 USC 5303³ with local match provided by state and local revenue sources or toll credits. The New Hampshire Department of Transportation serves as the administrator and grantor.

Consistent with past programs, the *2018-2019 Unified Planning Work Program* has been prepared to reflect the ongoing implementation of the *Clean Air Act Amendments of 1990*, the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA- LU)* of 2005, and *Moving Ahead for Progress in the 21st Century (MAP-21)* of 2012. These laws and their implementing regulations require a high level of transportation planning and analysis, while maintaining a strong emphasis on community involvement in the planning process.

The most recently approved transportation bill, *Fixing America's Surface Transportation (FAST) Act*, was approved in December 2015⁴. The FAST Act builds on the principles and planning factors included in *Moving Ahead for Progress in the 21st Century (MAP-21)*. Transportation funding levels in the *FAST ACT* are consistent with *MAP-21*. However, funding programs have been simplified, reducing the number of total funding programs from around 90 to closer to 30. This was done with the intention of adding clarity and flexibility to funding programs.

The major focus in the FAST Act is shifting to performance based planning and programming (PBPP). This planning approach takes advantage of technological improvements that have developed over the last twenty years involving data storage and management. Performance based planning relies on improved data tracking and analysis. The products and processes are designed to assure more objective decision-making using the data and performance of infrastructure investments as well as qualitative measures.

² U.S. Government Publishing Office, *Electronic Code of Federal Regulations*: <http://www.ecfr.gov/cgi-bin/text-idx?SID=a7c6c33d42dc19c78260c69e08469d50&mc=true&node=pt23.1.450&rqn=div5>

³ U.S. Government Publishing Office <https://www.gpo.gov/fdsys/pkg/USCODE-2007-title49/pdf/USCODE-2007-title49-subtitleIII-chap53-sec5303.pdf>

⁴ U.S. Government Publishing Office, *Electronic Code of Federal Regulations*: http://www.ecfr.gov/cgi-bin/text-idx?SID=6aad3c98fd1fd225be9d400e99e9f7d&mc=true&tpl=/ecfrbrowse/Title23/23cfrv1_02.tpl#0

In anticipation of the shift to PBP, Strafford Metropolitan Planning Organization spent significant time during the *2016-2017 Unified Planning Work Program* completing related training, engaging with interstate and national peers, and leading efforts to set a statewide framework for PBP. During the second half of the 2016-2017 contract, Strafford MPO staff lead efforts to develop a comprehensive and collaborative approach that will enable the four MPOs, and RPCs to implement federal PBP rulemakings in close consultation with NHDOT. The federal government continues to work on final rulemaking for the seven national performance goals (see page 18) which requires states and metropolitan planning organizations to integrate PBP into their tasks and work products. USDOT will be codifying performance measures in consultation with states and metropolitan planning organizations. States and metropolitan planning organizations will be responsible for setting performance targets in support of the USDOT measures, and further describing how programs and project selection will help achieve their targets. Annually, states and metropolitan planning organizations will be required to report to USDOT on their progress in achieving these targets. Currently, TIPs and Metropolitan Transportation Plans amended or adopted after May 27, 2018 must address PBPP requirements. However, Metropolitan Transportation Plans are not required to be modified out of cycle and can be made compliant during a normal scheduled update. During the 2018-2019 UPWP contract, Strafford MPO will be working to integrate PBPP requirements into its planning documents and processes in order to be in compliance with forthcoming requirements.

Public involvement remains a hallmark of the planning process, and Strafford MPO is committed to strong public engagement for the development of all of its programs and products. States and metropolitan planning organizations will be working together to achieve compliance with all federal requirements. This applies to any guidance that may be created that outlines performance measures. A full description of the public involvement process can be found in the *2015-2040 Metropolitan Transportation Plan* and a full description of the agencies and their responsibilities can be found in the *Strafford Metropolitan Planning Organization Prospectus*. Copies of each of these documents are available at the Strafford Regional Planning Commission office in Rochester, New Hampshire and on the website.

Purpose & Contents of the Unified Planning Work Program

The *2018-2019 Unified Planning Work Program* performs three major functions: (1) it provides information about the transportation planning activities Strafford Metropolitan Planning Organization intends to undertake in fiscal years 2018 and 2019 to support regional goals; (2) it provides accountability and transparency by outlining how federal, state, and local funding will be invested to support transportation planning functions; and (3) it is a tool for managing Strafford Metropolitan Planning Organization's transportation planning activities by providing a budget, guidance, performance measures, and a description of the expected work products. These functions are informed by federal regulations for implementing transportation policy (23CFR §450.308) and requires that:

"(b) Metropolitan transportation planning activities performed with funds provided under title 23 U.S.C. and title 49 U.S.C. Chapter 53 shall be documented in a unified planning work program (UPWP)..."

(c) ...each MPO, in cooperation with the State(s) and public transportation operator(s) shall develop a Unified Planning Work Program that includes a discussion of the planning priorities facing the MPA [metropolitan planning area]. The Unified Planning Work Program shall identify work proposed for the next one-or two-year period by major activity and task (including activities that address the planning factors in §450.306(a)), in sufficient detail to indicate who (e.g., MPO, State, public transportation operator, local government, or consultant) will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of Federal and matching funds."

Organization of the Unified Planning Work Program

The Unified Planning Work Program summarizes the tasks and activities that will be undertaken to support Strafford MPO's planning efforts. The scope of work comprises five main categories, each containing specific work tasks and anticipated outcomes or work products. Each MPO in New Hampshire uses a similar structure for their UPWP. No structural changes have been made for the *2018-2019 Unified Planning Work Program* contract at the task level (e.g. Task 102); there have been changes at the subtask level (102.1) to respond to new and modified planning requirements. UPWP's use the following organizational structure:

Category and Purpose:

Each category provides a detailed explanation of its importance and purpose for regional transportation planning.

Task and Objective:

Tasks will be included in sequential order. The name and number of the task will be listed along with the overall objective(s) of the task, reflecting how it supports planning efforts in its respective category.

Subtasks and Anticipated Outcomes:

Under each task, all subtasks and work products are listed that will be included in the task. Task/subtask descriptions and work products for this scope of work are created in consultation with Strafford MPO's Technical Advisory Committee and Policy Committee, as well as federal and state agencies and transit providers. This list reflects ongoing, cyclical, and emerging tasks.

The scope of work for the *2018-2019 Unified Planning Work Program* is based upon a continuous, cooperative, and comprehensive (3-Cs) process. The scope of work in this document is designed to fulfill the federal *Planning Factors* (outlined in the current transportation authorization bill – the FAST Act) and the New Hampshire *Planning Emphasis Areas* (PEAs), which are developed specifically for the state by Federal Highway Administration and Federal Transit Administration. The *2018-2019 Unified Planning Work Program* scope of work is designed to facilitate progress toward the Strafford Metropolitan Planning Organization regional transportation objectives outlined in the *2015-2040 Metropolitan Transportation Plan*. Strafford

Strafford Regional Planning Commission & Metropolitan Planning Organization
Unified Planning Work Program FY2018-2019

MPO fulfills specific federal requirements through the UPWP (such as development of the TIP and Metro Plan, public engagement, and assistance to municipalities and transit providers). These “core functions” are facilitated through several supporting tasks that are not specified in federal regulations, but are no less critical for fulfillment of the core MPO role. The core functions and supporting tasks are developed collaboratively between the four MPOs with guidance from NHDOT. Table 5 on page 24 cross-references the UPWP tasks listed in this scope of work with federal planning factors, PEAs, and performance-based planning requirements.

The tables on the following pages outline the scope of work for the *2018-2019 Unified Planning Work Program*, corresponding with the descriptions of tasks and subtasks in the document.

Strafford Regional Planning Commission & Metropolitan Planning Organization
Unified Planning Work Program FY2018-2019

Table 1: 2018-2019 Unified Planning Work Program Category & Task Outline

Category 100: Administration & Training	
Task Number	Task Title
101	Invoices, Accounting, Audits, & Reports
102	Program Administration
102.1	UPWP Development & Amendments
102.2	UPWP Administration & Reporting
102.3	SMPO Prospectus & Bylaws
102.4	Certifications, Compliance, Planning Review & Reporting
103	Training
103.1	Training
103.2	Review of Transportation Materials
104	Indirect Cost Rate (Set Aside)
105	Memberships, Subscriptions, & Professional Costs

Strafford Regional Planning Commission & Metropolitan Planning Organization
Unified Planning Work Program FY2018-2019

Table 1 (continued): 2018-2019 Unified Planning Work Program Category & Task Outline

Category 200: Policy & Planning	
Task Number	Task Title
201	Ten-Year Plan (TYP)
201.1	GACIT
201.2	Statewide Ten-Year Plan
202	Land Use, Economic Development, & Environmental Linkages
203	Transportation Planners Collaborative
204	Interagency Consultation
205	Transportation Improvement Program
205.1	Annual Listing of Obligated Projects
205.2	2017-2020 Transportation Improvement Program
205.3	2019-2022 Transportation Improvement Program
205.4	Project Level Evaluation of System Performance Targets and Criteria
205.5	Project Database
205.6	Transportation & Environmental Justice
206	Congestion Management Process – NOT APPLICABLE
207	Intelligent Transportation System
208	Metropolitan Transportation Plan (MTP)
208.1	Metropolitan Transportation Plan Development & Amendments
208.2	System Performance Reporting
209	Transportation Air Quality Conformity
210	Statewide Long-Range Transportation Plan (SLRTP)
211	Access to Destinations Through Network Connectivity
211.1	Complete Streets, Parking, Bicycle & Pedestrian Planning Assistance
211.2	Walkability, and Public Health Planning Assistance
211.3	Multi-Use & Recreational Trail Planning Assistance

Table 1 (continued): 2018-2019 Unified Planning Work Program Category & Task Outline

Category 300: Public Involvement and Coordination	
Task Number	Task Title
301	Technical Advisory Committee
302	Committee Meetings
303	Public Participation Plan (PPP)
304	Public Outreach
304.1	Public Involvement
304.2	Media Activities & Website
304.3	Inclusionary Actions
304.4	Strafford MPO Representation
304.5	Professional Presentations
305	Policy Committee

Strafford Regional Planning Commission & Metropolitan Planning Organization
Unified Planning Work Program FY2018-2019

Table 1 (continued): 2018-2019 Unified Planning Work Program Category & Task Outline

Category 400: Plan Support	
Task Number	Task Title
401	Traffic Counts
401.1	Traffic Count Data Collection, QA/QC, & Management
401.2	Supplemental Traffic Counts
401.3	Turning Movement Counts
401.4	Bike/Pedestrian Count Data Collection & Management
402	SADES Pavement Condition RSMS Assessment
403	GIS Collection, Development, and Maintenance of Transportation Data Layers & Inventories
403.1	Standardized GIS Data Layers
403.2	Regional Safety Analyses
403.3	Assessment of Water & Natural Resources
403.4	GIS Data Organization & Quality Assurance
403.5	SADES Culvert Assessments
403.6	SADES Regional Sidewalk Inventory
403.7	Regional Bicycle & Pedestrian Traffic Data Analysis
403.8	Multimodal Transportation Infrastructure Inventories
404	Demographics & Socioeconomics
404.1	Economic Data
404.2	Demographic Data
405	Equipment Budget
405.1	UPWP Equipment Administration
405.2	Maintenance and repairs
405.3	Transportation Equipment and Software Acquisition and Disposal
406	Transportation Model
406.1	Model & Land Use Updates, Enhancements, & Development Coordination
406.2	Building and Development Growth
406.3	Analyses & Visualization
407	Performance Measures, Data Collection, Analysis, & Reporting

Strafford Regional Planning Commission & Metropolitan Planning Organization
Unified Planning Work Program FY2018-2019

Table 1 (continued): 2018-2019 Unified Planning Work Program Category & Task Outline

Category 500: Technical Assistance and Support	
Task Number	Task Title
501	Local & Regional Assistance
501.1	General Transportation Assistance
501.2	Local Officials, Boards, & Committees
501.3	Coordination with Other MPOs
501.4	Scenic Byways Planning and Technical Assistance
501.5	Passenger and Freight Rail Planning
501.6	Aviation Planning
501.7	Port Planning
502	State & Federal Assistance
503	Program Support
503.1	Congestions Mitigation Air Quality (CMAQ)
503.2	Highway Safety Improvement Program (HSIP)
503.3	Transportation Alternatives Program (TAP)
504	Special Projects
505	Regional Coordinating Council
505.1	Coordinated Plan Activities
505.2	Planning Assistance to the Alliance for Community Transportation (ACT)
506	Transit Agency Support
506.1	Planning Assistance to Regional Transit Providers
506.2	Transit Data collection, Analysis and Mapping

Federal Transportation Planning Factors

Under previous authorizing legislation, [the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and Moving Ahead for Progress in the 21st Century (MAP-21)] Congress showed support for metropolitan and statewide transportation planning by emphasizing distinct areas which metropolitan planning organizations (MPOs) and states should consider when developing their plans. The FAST Act maintained the MPO framework established in Title 23, §450.206(a) – which requires a Continuous, Cooperative, and Comprehensive process (known as the “three Cs”) – and included a total of ten core planning factors:

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 accessibility and mobility of people and 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;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

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MAP-21 National Performance Goals

MAP-21 strengthened the federal focus on performance based planning. The National Performance Goals for federal highway programs, which support UPWP tasks are as follows:

1. **Safety** - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
2. **Infrastructure Condition** - To maintain the highway infrastructure asset system in a state of good repair
3. **Congestion Reduction** - To achieve a significant reduction in congestion on the National Highway System
4. **System Reliability** - To improve the efficiency of the surface transportation system
5. **Freight Movement and Economic Vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
6. **Environmental Sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment.
7. **Reduced Project Delivery Delays** - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices

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Table 2: FAST Act National Performance Goals & Supporting UPWP Tasks (by task number)

National Performance Goals		Category 100	Category 200	Category 300	Category 400	Category 500
1	Safety	103	201, 203, 204, 205, 207, 208, 210, 211,	301,303,305	401,,403,404, 406	501,502,503,504,505, 506
2	Infrastructure condition	103	201,203,204,205, 208,210,211,	301,303,305	402,403,404,407	501,502,503,504,505, 506
3	Congestion reduction	103	201, 203, 204, 205, 207, 208, 209,210, 211	301,303,305	401, 403, 404, 406 407	501,502,503,504,505, 506
4	System reliability	103	201, 203, 204, 205, 207, 208, 210, 211,	301, 303, 305	401, 402, 403, 404, 407	501, 502, 503, 504, 505, 506
5	Freight movements & Economic Vitality	103	201, 203, 204, 205, 207,208, 209, 210 211	301,303, 304, 305	401,403, 404, 405, 407	501,502,503,504,505, 506
6	Environmental Sustainability	103	202, 201, 203, 204, 205, 208, 210, 211	301,303,305	404, 403, 407	501,502,503,504,505, 506
7	Reduced project delivery delays	103	201, 203,204, 205, 208, 210, 211,	301,303,305	403,404,407	501,502,503,504,505, 506

New Hampshire Planning Emphasis Areas

Federal Highway Administration & Federal Transit Administration

The Federal Highway Administration's New Hampshire Division Office and the Federal Transit Administration's Region 1 Office released their Planning Emphasis Areas for consideration in the development of the *2018-2019 Unified Planning Work Program*. These directives provide guidance regarding areas for improvement in current activities, areas of ongoing importance (MAP-21 Planning Factors, Financial Constraint), and new Federal Highway & Federal Transit Administration.

In the *2018-2019 Unified Planning Work Program*, Strafford Metropolitan Planning Organization is striving to incorporate these recommendations into the scope of work. This reflects Strafford Metropolitan Planning Organization's ongoing efforts to comply with federal goals and regulations, while meeting the needs of the Strafford region.

The New Hampshire Planning Emphasis Areas outline 14 areas of focus applicable to Strafford Metropolitan Planning Organization as follows:

- 1. Map-21 Compliance, Planning Performance Measures**
- 2. Urbanized Area Sub-allocation and Project Selection**
- 3. Freight Planning**
- 4. Fiscal Constraint and Financial Planning**
- 5. Metropolitan and Statewide Travel Demand Model Maintenance**
- 6. Data Collection for HPMS and CMP Maintenance and Monitoring**
- 7. Planning & Environmental Linkages (PEL)**
- 8. Climate Change & Stormwater Impacts, Resiliency**
- 9. Livability and Sustainability**
- 10. Project Monitoring**
- 11. Program Monitoring and Reporting**
- 12. MAP-21 Implementation**
- 13. Regional Models of Cooperation**
- 14. Ladders of Opportunity**

SRPC will work collaboratively with other MPOs, rural RPCs, and NHDOT to ensure that all required SPR and UPWP program monitoring and reporting activities are implemented in a timely manner, including providing performance and expenditure reports within 90 days after the end of the reporting period for annual and final reports.

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Table 3: New Hampshire Planning Emphasis Areas and Supporting Tasks (Continued on next page)

Planning Emphasis Areas		Category 100	Category 200	Category 300	Category 400	Category 500
1	Map-21 Compliance, Planning Performance Measures	102, 103	204, 208, 211	301, 303, 304, 305	401, 403, 404, 407	501, 502, 505, 506
2	Urbanized Area Sub-allocation and Project Selection	102, 103	201, 205, 208	301, 304, 305	403, 404, 406, 407	503
3	Freight Planning	102, 103	201, 205, 207, 208, 209, 210	301, 304, 305	401, 403, 406, 407	501, 502, 503, 504, 505, 506
4	Fiscal Constraint and Financial Planning	102	204, 205, 208	301, 304, 305	404	502, 503
5	Metropolitan and Statewide Travel Demand Model Maintenance	102, 103	208	301, 304, 305	401, 403, 404, 406, 407	
6	Data Collection for HPMS and CMP Maintenance and Monitoring	102, 103	209	301, 304, 305	401, 403, 404, 406, 407	502
7	Planning and Environmental Linkages (PEL)	102, 103	202, 205, 208	301, 304, 305	403, 404, 406	501, 502
8	Climate Change & Stormwater Impacts Resiliency	102, 103	201, 205, 209, 208	301, 304, 305	403, 406	501, 502
9	Livability and Sustainability	102, 103	201, 202, 205, 208, 211	301, 304, 305	403, 404, 406	501, 502, 503, 505
10	Project Monitoring	102	201, 204, 205, 208	301, 304, 305	403, 404, 407	501, 502

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Planning Emphasis Areas		Category 100	Category 200	Category 300	Category 400	Category 500
11	Program Monitoring and Reporting	102	201, 204, 205, 208	301, 304, 305, 306	403, 407	501, 502, 503
12	MAP-21 Implementation	102, 103	201, 202, 203, 204, 205, 207, 208, 211	301, 304, 305, 306	401, 403, 404, 407	501, 502, 503, 505, 506
13	Regional Models of Cooperation	102, 103	204, 205, 208	301, 304, 305, 306	403, 404, 406, 407	501, 502, 503, 505, 506
14	Ladders of Opportunity	102	201, 202, 208, 211	301, 303, 304, 305, 306	403, 404, 406, 407	501, 503, 505, 506

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Table 4: Tasks Addressing Recommendations from the SMPO 2014 Transportation Planning Review

Recommendations	Category 100	Category 200	Category 300	Category 400	Category 500
1 Address climate change in planning documents; support NHDES through Climate Change Action Plan	103	202, 205, 209	301, 304, 305	404, 406, 403	501, 502,
2 Voluntary use of INVEST to reevaluate sustainability of planning process and products; work with FHWA to deliver scenario planning workshop	103	201, 202, 207, 211	301, 305	401, 406, 403	501, 502, 503
3 Continue to use NHDOT standing NR and CR Committees to review planning documents; use of NEPA process for EA and EIS analyses	103	202, 209, 208	301, 305	404, 406, 403	501, 503
4 Incorporate performance measures and targets in planning documents; Consider establishing congestion management process	103	201, 202	301, 304, 305	404, 403, 407	501, 502
5 FY2010 review: Continue efforts to develop system performance and other performance measures and targets;	103	202, 203, 208	301, 304, 305	401, 403, 404, 407	501, 502
6 FY2010 review: Consider developing a congestion management process through data collection and monitoring of the system	103	201, 202, 203, 205, 207, 208, 209	301, 304, 305	401, 403, 404, 407	501
7 FY2010 review: continue efforts to coordinate with adjacent MPOs, especially Rockingham with whom we share travel demand model and ITS	103	203, 204, 208, 209, 211	301, 304, 305	403, 404, 405, 406, 407	501, 502, 505
8 FY2010 review: Continue meeting with NHDOT Highway Design staff to review project cost estimates and to ensure accurate and properly adjusted for inflation	103	201, 205, 208	301, 305	403, 407	502, 503

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Recommendations	Category 100	Category 200	Category 300	Category 400	Category 500
9 FY2010 review: revisit Cost Estimating Process review as necessary to assess current implementation status of recommendations	102,103	201, 205, 208	301, 305	403	501
10 FY2010 review: conduct a coordinated travel diary survey encompassing both seacoast MPOs. Survey would support enhanced calibration of each model component	103	202, 203, 209, 208	301, 304, 305	404, 406	504
11 Annual Report specifies when submitted and to whom. Recommend for FY2015 to NHDOT on or before 10/1. Consider aligning MPO program year with federal year	102	203, 208	301, 304, 305		
12 Public meeting data collection: recommend use of form from Washington state with explanation for data collection during meeting.	102	201, 208	301, 303, 304, 305		501, 503
13 Title VI report: most recent published on website in a prominent easily accessible location	102,103	208	301, 303, 304, 305		501
14 Travel demand model: conduct assessment of data needs to support near and long term model activities to facilitate an agreement with regional partners on data priorities	103	209, 208, 211	301, 304, 305	404, 403, 406	504, 505, 506, 507
15 Travel demand model: explore emerging techniques in data collection; consider prioritizing enhancement to the model based on anticipated needs and requirements of regional performance based planning, measures and metrics	103	209, 208, 211	301, 304, 305	401, 404, 406, 407	501, 504, 506
16 Interagency and interregional coordination: reach out to neighboring MPOs and transit operators to seek advice and coordination in development and implementation of performance measures and targets and potentially the congestion management process for region	103	203, 205, 209, 208	301, 305, 304	403, 406, 407	501, 502, 505, 506

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Core MPO Planning Functions

During the fall of CY2016, the four MPOs met with NHDOT to discuss the development of the 2018-2019 UPWP contracts and the distribution of federal PL funds which support the work of MPOs. As PL funds specifically support the mandated functions of each MPO (CFR Title 23, Part 450, Subpart C), discussion focused on the core functions of each MPO. Table 5 below, shows the linkages between primary UPWP tasks which address core MPO functions, and the other planning requirements described above (e.g. Planning Factors, Planning Emphasis Areas).

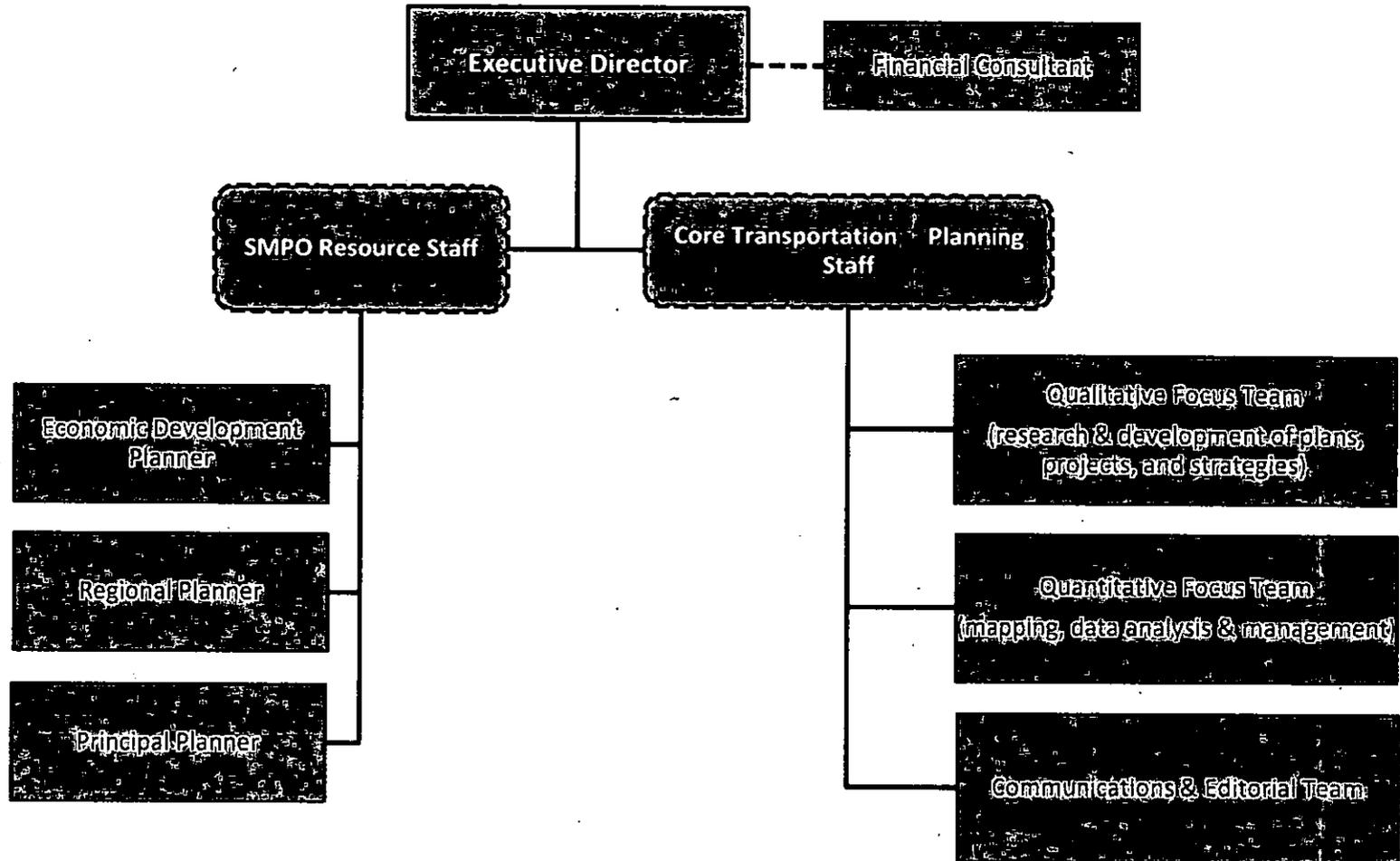
Table 5. Linkages between UPWP Tasks, core federal functions, and other federal planning guidance

UPWP Task	Description	Supports MPO Core Function	Directly Supports Planning Factors?	Directly Supports PEAs?	Supports Performance Goal Implementation?
101	Invoices, Accounting, Audits, & Reports	X		NA	
102	Program Administration	X		1, 4	
103	Training	X		12	
104	Indirect Cost Rate				
105	Memberships, Subscriptions, & Professional Costs	X			
201	Ten-Year Plan (TYP)	X	All	1, 2, 3, 4, 5, 8, 9, 12, 13, 14	All
202	Land Use, Economic Development, & Environmental Linkages	X	1, 5, 9, 10	2, 7, 9, 12	6
203	Transportation Planners Collaborative			2, 13	All
204	Interagency Consultation	X		10	
205	Transportation Improvement Program	X	All	9, 10, 11, 13, 14	All
206	Congestion Management Process				
207	Intelligent Transportation System	X	1, 2, 4, 7	1, 3, 5, 6, 12, 13	1, 3, 4, 5
208	Metropolitan Transportation Plan (MTP)	X	All	All	All
209	Transportation Air Quality Conformity	X	5	1, 5, 6, 9	6
210	Statewide Long-Range Transportation Plan				
211	Access to Destinations Through Network Connectivity	X	2, 3, 4	9, 14	1, 4

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UPWP Task	Description	Supports MPO Core Function	Directly Supports Planning Factors?	Directly Supports PEAs?	Supports Performance Goal Implementation?
301	Technical Advisory Committee	X		All	
302	Committee Meetings	X		10, 11	
303	Public Participation Plan	X		1, 12	
304	Public Outreach	X		All	
305	Policy Committee	X		All	
401	Traffic Counts	X	7, 8	5, 6	2, 3, 5
402	SADES RSMS	X			
403	GIS Collection, Development, and Maintenance of Transportation Data Layers & Inventories	X	All	1, 10, 12, 14	1, 6
404	Demographics & Socioeconomics	X	1, 5	2, 5, 14	
405	Equipment Budget	X			
406	Transportation Model	X	2, 3, 4, 7	5	3, 4, 5
501	Local & Regional Assistance	X	All	3, 5, 9, 10, 13	
502	State & Federal Assistance	X	All	All	
503	Program Support	X	All	3, 7, 8, 9	1, 2, 3, 5, 6
504	Special Projects	X			
505	Regional Coordinating Council	X	2, 4, 5	9, 13, 14	
506	Transit Agency Support	X	2, 4, 5	9, 13, 14	

Stafford MPO Organizational Chart



Category 100 Administration

Purpose: This category oversees and facilitates the administration of the agency and its contractual agreements; financial, legal, and program reporting requirements; administrative documents, such as certification, statements, and assurances; management and monitoring of progress toward goals, work tasks and performance measures; staff training and development; organization memberships; and conduct of other activities needed to fulfill the MPO's mission as established by federal and state statutes.

Task 101: Invoices, Accounting, Audits & Reports

Objectives: Develop and submit in timely manner, per NHDOT requirements, the reimbursement requests and required financial and program supporting documents.

Financial Management and Reporting: The purpose of this task is to administer the Unified Planning Work Program contract and any subcontracts. This includes invoices, indirect cost rate development and annual audit preparations, cost accounting, and monitoring Unified Planning Work Program task fulfillment and amendments. SRPC staff and finance contractor perform these tasks.

Anticipated Outcomes:

- 1) Biweekly Time Sheets with notes
- 2) Monthly Unified Planning Work Program Invoices
- 3) Unified Planning Work Program Financial Compliance reports
- 4) Indirect Cost Rate Administration reports, proposals & adjustments
- 5) Annual audit report
- 6) Implementation of any management recommendations from auditors

Task 102: Program Administration

Objectives: Provide for management of the Unified Planning Work Program contracts in compliance with federal and state statutes and regulations, as well as the development and updates to the Metropolitan Planning Organization Prospectus, Bylaws, and contract development processes and management.

102.1 Unified Planning Work Program Development & Amendments: The purpose of this subtask is to develop and obtain approval of the 2020-2021 Unified Planning Work Program and to monitor and amend the 2018-2019 Unified Planning Work Program.

Anticipated Outcomes:

- 1) Unified Planning Work Program for Fiscal Years 2020-2021
- 2) Reports and amendments to Unified Planning Work Program for Fiscal Years 2018-2019 and close-out of Fiscal Years 2016-2017.

102.2 Unified Planning Work Program Administration & Reporting: The purpose of this subtask is to encompass all general administrative and support activities necessary to implement the 2018-2019 Unified Planning Work Program. It allows for the management and administration of the Unified Planning Work Program to ensure compliance with state and federal regulations. It provides for the timely completion of monthly Unified Planning Work Program progress reports, the annual Unified Planning Work Program performance report and the NHDOT UPWP Midterm Review.

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Anticipated Outcomes:

- 1) Monthly Program Reports
- 2) Annual Program Reports
- 3) Unified Planning Work Program Midterm Review report
- 4) Compliance with federal and state regulations and statutes
- 5) Administrative, personnel, clerical, and supervisory support

102.3 SMPO Prospectus and Bylaws: The purpose of this subtask is to update the Prospectus and Bylaws as necessary in compliance with state and federal statutes and as may be recommended by the Executive Committee. The Technical Advisory Committee will review updates and provide recommendations to Policy Committee. The Policy Committee will approve recommended changes made to the Prospectus or Bylaws.

Anticipated Outcomes:

- 1) Amendments (as needed)
- 2) 30-45 Day Public Notices for public hearings and public comments
- 3) Comments & response documents

102.4 Certifications, Compliance, & Reporting: The purpose of this subtask is to ensure that all required certifications, statements and assurances are updated and submitted in compliance with state and federal statutes and regulations. This includes Title VI of the Civil Rights Act of 1964, Environmental Justice, DBE Policy Statements, and Limited English Proficiency. Consistent with 23 U.S.C 134(k)(5) and 49 U.S.C 5303(k)(5), the primary purpose of a certification review is to formalize the continuing oversight and day-to-day evaluation of the planning process. The certification review process ensures that the planning requirements of 23 U.S.C. 134 and 49 U.S.C. 5303 are being satisfactorily implemented⁵.

Anticipated Outcomes:

- 1) Title VI, Environmental Justice reports and analytics
- 2) Annual Certifications & reports
- 3) FHWA/FTA non-TMA MPO planning Review (in CY 2018)

Task 103: Training

Objectives: Provide staff development and training through attendance and presentations at transportation related online and onsite courses, webinars, workshops, seminars, and conferences.

103.1 Training: The purpose of this subtask is to continue to develop staff knowledge and capacity for transportation-related planning tasks through attendance at webinars, online and onsite courses, conferences, workshops, and seminars as necessary. Per federal guidance, travel or training for staff working on eligible PL/SPR funded activities may be billed to PL/SPR funds at the federal matching ratio if the travel or training is necessary for performance of PL/SPR funded work and the cost is reasonable⁶. Emphasis will be placed on developing staff capacity for several tasks, including but not limited to: performing air quality conformity and greenhouse gas emissions analyses on a limited basis, utilizing

⁵ Government Printing Office – Electronic Code of Federal Regulations (<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=594c5326645b38b05f14603586f980e3&ty=HTML&h=L&mc=true&r=SECTION&n=se23.1.450.1336>)

⁶ <https://www.fhwa.dot.gov/hep/guidance/confmtg.cfm>

GIS-based analytics mapping and data management, integrating performance measures into existing planning and programming functions, updating and running the transportation demand model, supporting regional inter-modal and complete streets transportation planning, supporting regional freight and rail improvements, linking smart growth and economic development, and incorporating climate adaptation and resiliency into the mandatory functions⁷.

Anticipated Outcomes:

- 1) Transportation planning training course certifications
- 2) Staff knowledge and skill set development: such as modeling, facilitation, and data analysis
- 3) Association of Metropolitan Planning Organization Annual Meeting attendance
- 4) Association of Metropolitan Planning Organization Technical Advisory committee attendance and attendance at Annual Meeting
- 5) Transportation Research Board Annual Meeting Attendance
- 6) Transportation Research Board Boston Meeting Attendance
- 7) NESCAUM (Northern Transportation and Air Quality Summit) Attendance
- 8) NEARC (Northeast ARC Users Group) Meeting Attendance

103.2 Review of Transportation Materials and Documents: The purpose of this task is for staff to read materials and other documents and materials related to transportation from a range of resources (e.g. USDOT, FHWA, FTA, EPA, TRB, NHDES Air Resources, NHDOT, AMPO, AASHTO, NH Climate Collaborative). This provides time for staff to review CFRs and other federal guidance and to learn best practices for implementing transportation programs and emerging programs. This task fosters a high level of understanding about rules and regulations regarding operations, transportation technology, planning emphasis areas, and other transportation materials that allow staff working in the Unified Planning Work Program to be on the forefront of transportation planning.

Anticipated Outcomes:

Knowledge of CFRs, federal and state guidance, rulemakings, newly released reports, studies, best practices research, and other transportation-related planning materials

Task 104: Indirect Cost Rate (Set Aside) NOT APPLICABLE

Objectives: Set aside a portion of the Unified Planning Work Program funding for the potential financial costs associated with annual indirect cost rate adjustments. On an annual basis, as the indirect cost rate adjustment is finalized, any unused portion of the set aside may be reallocated to other tasks with the approval of NHDOT.

Task 105: Memberships, Subscriptions, & Professional Costs

Objectives: Maintain membership with AMPO, NEARC, and other state and regional associations as a learning and information resource for transportation related topics.

Memberships: The purpose of this subtask is to continue membership in the Association of Metropolitan Planning Organizations (AMPO), which serves the MPOs responsible for carrying out the

⁷ <https://www.fhwa.dot.gov/hep/guidance/sprt.cfm>

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metropolitan planning process required by title 23 U.S.C. and Chapter 53 of title 49, U.S.C.⁸ The eligible portion of the dues may be billed directly to FHWA/FTA funds if similar costs are billed directly to other benefiting activities, such as Northeast ARC Users Group (NEARC), New Hampshire Planners Association (NHPA), the New Hampshire Association of Regional Planning Commissions (NHARPC), the American Planning Association (Transportation Section). These memberships support staff acquisition of knowledge and skills needed to provide transportation planning functions.

Anticipated Outcomes:

Maintenance of memberships following federal guidance

⁸ <https://www.fhwa.dot.gov/hep/guidance/duesmemo.cfm>

Category 200: Policy & Planning

Purpose: This category provides for the development and update of the Metropolitan Transportation Plan, Transportation Improvement Program and other guiding documents and reports reflective of local and regional priorities as well as federal and state policies, and New Hampshire Ten Year Plan. It includes special studies such as corridor plans.

Task 201: Ten Year Plan

Objectives: Assist the Technical Advisory Committee in recommending projects of local and regional importance for the New Hampshire Ten Year Plan for approval by the Policy Committee. This task includes updating and submitting project priorities for the Ten Year Plan per the processes established in New Hampshire RSA 228:99 and RSA 240.

201.1 Governor's Advisory Council on Intermodal Transportation: The purpose of this subtask is to ensure that regional and local transportation priorities and projects receive a public hearing and are represented at GACIT meetings and within draft review documents. Staff will collaborate with communities and regional agencies to ensure that their voices are being heard at GACIT and that there is public outreach to citizens and businesses.

Anticipated Outcomes:

- 1) Presentations and attendance at GACIT meetings
- 2) Assistance to communities in presentations of local issues

201.2 Statewide Ten Year Plan: The purpose of this subtask is to ensure that the public, communities, and regional and statewide agencies are provided an opportunity to participate in the Ten Year Plan process. This is facilitated through project solicitation, which includes project development and scoping meetings with individual municipalities, agencies, and MPO committees. A comprehensive process ensures that public participation occurs continuously throughout the process, and that regional projects are included in the draft Ten Year Plan.

Anticipated Outcomes:

- 1) Project solicitation process for developing projects for the draft Ten Year Plan
- 2) Ongoing local and regional project development
- 3) Meeting attendance in region and with NHDOT
- 4) Regional Ten Year Plan priorities and project listing
- 5) Review of draft versions of Statewide Ten Year Plan
- 6) Preparation of public hearing testimony
- 7) Policy and process review committee participation, as necessary

Task 202: Land Use, Economic Development, & Environmental Linkages

Objectives: Facilitate transportation planning connectivity and integration in relation to land use, water and natural resources, economic development, infrastructure resiliency and adaptation planning. Implement appropriate transportation recommendations identified in Local Solutions for the Strafford Region (master plan), Strafford Comprehensive Economic Development Strategy, local evacuation plans, municipal hazard mitigation plans, and other state and regional plans and reports prepared by non-profits and academic institutions. Provide technical assistance to foster the identification and strategic

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implementation of resilient transportation systems and facilities supporting local and regional goals. This task specifically enables staff to address federal planning factors (1, 4, 5, 6, 9, and 10), and New Hampshire PEAs (7, 8, 9, 12, 13, and 14).

Land Use, Economic Development, & Environmental Linkages: The purpose of this task is to link transportation planning and strategic project development to economic prosperity, infrastructure resiliency and adaptation planning in concert with municipal and state land use practices. The task will integrate policies and implementation strategies from the Strafford Regional Master Plan, Strafford Comprehensive Economic Development Strategy, local evacuation plans, local multi-hazard mitigation plans and vulnerability assessments, and other regional planning documents supporting initiatives specific to the Strafford region. Transportation planning is directly linked to economic development, water resources, and infrastructure resiliency strategies at the local and regional level. These will be aligned with the revisions to the Metropolitan Transportation Plan per federal performance based planning and programming. As needed, staff will attend Natural Resource Agency Coordination Meetings and provide review of Developments of Regional Impact (DRI).

Anticipated Outcomes:

- 1) Transportation technical review of plans and projects for state, regional, and local agencies, committees, and workgroups upon request or notification
- 2) Transportation-related technical assistance for the development of municipal hazard mitigation plans
- 3) Reports, fact sheets, and presentations identifying transportation linkages.
- 4) Transportation technical guidance for the Coastal Adaptation Workgroup (CAW)
- 5) Local perspective on transportation issues for the Infrastructure Resiliency Workgroup
- 6) Transportation technical assistance for the Strafford Regional Economic Development District
- 7) Identification of vulnerable transportation assets in the region
- 8) Evaluation of climate adaptation strategies to address critical infrastructure

Task 203: Transportation Planners Collaborative (TPC)

Objectives: Improve coordination, communication, and collaboration with the agencies involved in transportation planning in New Hampshire.

Transportation Planners Collaborative (TPC): The purpose of this task is to foster better communication among the metropolitan planning organizations, regional planning commissions and the NHDOT. The Bureau of Planning & Community Assistance will facilitate quarterly meetings of the Transportation Planning Collaborative (TPC) to increase understanding of the issues and needs faced by the transportation planners around the state, whether they work for NHDOT or a regional planning commission. Continue work to revise and implement the New Hampshire transportation planning process.

Anticipated Outcomes:

- 1) Quarterly Meetings with TPC group
- 2) Presentations and reports for TPC members

Task 204: Interagency Consultation

Objectives: Improve coordination, communication, and collaboration amongst the federal, state, and metropolitan planning organizations involved with transportation planning and the air quality conformity process through monthly meetings.

Interagency Consultation: The purpose of this task is to continue an ongoing dialogue that strengthens the process and products of each agency. The agencies include EPA, NHDES, FHWA, FTA, NHDOT, MPOs, and regional planning commissions. The Bureau of Planning & Community Assistance will facilitate monthly meetings to ensure ongoing information sharing and collaborative problem solving for transportation issues.

Anticipated Outcomes:

- 1) Participation in monthly interagency meetings
- 2) Review and comment on materials to be presented at Interagency Consultation Group at least one week prior to scheduled meetings.
- 3) Coordination with regional communities and transit agencies on regional projects

Task 205: Transportation Improvement Program

Objectives: Complete required updates for the Strafford Metropolitan Planning Organization and Statewide Transportation Improvement Programs. In fiscal year 2019 prepare the Metropolitan Planning Organization Transportation Improvement Program in cooperation with NHDOT. Conduct other related activities as needed in compliance with federal regulations.

205.1 Annual Listing of Obligated Projects: The purpose of this task is to highlight the progress made in the Transportation Improvement Program. The Annual Listing of Obligated Projects will be published on or before the final day of the calendar year (not fewer than 90 days after the end of the federal fiscal year): once in December CY2017 and once in December CY2018. Maps will be used to identify locations of obligated and de-obligated projects. Maps and final document will be available for the public to increase their understanding of the transportation planning process and progress on project.

Anticipated Outcomes:

- 1) Fiscal Year 2017 Annual Listing of Obligated Projects document with maps
- 2) Fiscal Year 2018 Annual Listing of Obligated Projects document with maps

205.2 2017-2020 Transportation Improvement Program: The purpose of this task is to ensure that the 2017-2020 Transportation Improvement Program stays updated and that any major changes over the course of the biennium are reflected in the document. Staff will work with communities, regional and state agencies to ensure that projects advance in their implementation process and that amendments or revisions to funding, scheduling, phases, and completion dates are accurately provided to federal, state and local agencies and the public. Through this task, staff will prepare public notices, public information, and project specific amendment requests, along with related documentation. The Transportation Improvement Plan will include a description of the anticipated effect of the Transportation Improvement Plan in achieving performance targets established in the Metropolitan Transportation Plan

Anticipated Outcomes:

- 1) Collaboration with NHDOT

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- 2) Preparation of documentation and notices
- 3) Technical Advisory Committee and Policy Committee reviews
- 4) Comment & response document for amendments
- 5) Approval by Policy Committee or Executive Committee per Prospectus
- 6) Inclusion in Long Range Plan and TIP as amended
- 7) Project development and reporting based on annual system performance

205.3 2019-2022 Transportation Improvement Program: The purpose of this task is to prepare the 2019-2022 Transportation Improvement Program in coordination with the NH Ten Year Plan cycle and Metropolitan Transportation Plan process in compliance with federal regulations and state statutes. The use of visualizations, maps, and tables to provide clear information in an accessible manner will be used whenever appropriate in the development of the TIP. The financial constraint analysis will also be performed under this sub-task.

Anticipated Outcomes:

- 1) 2019-2022 Transportation Improvement Program document
- 2) Financial Constraint Analysis
- 3) Approval of the 2019-2022 Transportation Improvement Program by the Policy Committee
- 4) Comments and response document

205.4 Project Level Evaluation of System Performance Targets and Criteria: The purpose of this subtask is to evaluate and analyze project level transportation improvement options in the region for achieving established system performance targets. Following the work under the SHRP2 Plan Works project to implement performance based planning, Strafford MPO staff will continue working with staff from other MPOs, NHDOT, FHWA, and FTA to revise and implement the New Hampshire transportation planning process (e.g. TIP/STIP, TYP).

Anticipated Outcomes:

- 1) Data analysis and mapping for project-specific evaluation
- 2) Planning studies
- 3) Attendance at collaborative meetings

205.5 Transportation Project Database: The purpose of this task is to enhance the tracking of transportation projects in the region and to efficiently maintain the primary transportation plans (TIP, Ten Year Plan, and Metro Plan). The database is a critical component for ensuring consistent reporting of minor modifications and amendments to the TIP. Inclusion of new projects in this database involves entering relevant project details and establishing the geographic location via available location information and correspondence with knowledgeable municipal and regional planning personnel. In the next phase the database will link to GIS to more efficiently and accurately evaluate the feasibility, cost, and impact of regional transportation projects.

Anticipated Outcomes:

- 1) Regular maintenance of project database
- 2) Addition of new projects and data to current projects
- 3) Project tracking related to performance-based planning
- 4) Linkage of database to GIS
- 5) Visualization and GIS mapping

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205.6 Transportation and Environmental Justice: The purpose of this task is to support project evaluation to ensure proposed projects will not have a disproportionate impact on vulnerable populations (such as minority or low income). The Metro Plan will provide and report on data related to performance of transportation systems that serve vulnerable populations.

Anticipated Outcomes:

- 1) Review of project proposals for potential environmental justice violations
- 2) Attendance at meetings
- 3) Inclusion of data, metrics, and mapping in performance reports

Task 206: Congestion Management Process - NOT APPLICABLE

Task 207: Intelligent Transportation System (ITS)

Objectives: Collaborate when possible with Rockingham Planning Commission to address the ITS architecture and plan for implementation within the Strafford and Rockingham MPOs and coordinate with NHDOT. Prepare necessary updates for the architecture and plan in collaboration with NHDOT statewide plan.

Intelligent Transportation System: The purpose of this task is to ensure that the recommendations from the Seacoast Regional ITS Architecture and Plan are being incorporated into long-range projects, policies, and NH Ten Year Plan in collaboration with NHDOT and MPOs. The Metropolitan Planning Organization will offer to sponsor a regional ITS Advisory Committee to increase collaboration and to ensure that projects move forward in the Metropolitan Transportation Plan and Transportation Improvement Program.

Anticipated Outcomes:

- 1) Updates to the Seacoast Regional ITS Architecture and Plan
- 2) Potential Sponsorship of a regional ITS Advisory Committee
- 3) Inclusion of ITS projects in Metropolitan Plan and NH Ten Year Plan

Task 208: Metropolitan Transportation Plan

Objectives: Comply with the requirements of 23 USC § 134, 49 USC § 5303, and other regulations of FHWA and FTA. Update the Strafford 2015-2040 Metropolitan Transportation Plan and related transportation planning documents per MAP-21, and other federal requirements. Maintain certification as an MPO.

208.1 Metropolitan Transportation Plan Development & Amendments: The purpose of this task is to complete updates of the Metropolitan Transportation Plan. Recurring update needs include: long range transportation project list; financial constraint; plan chapter content; data analysis; maps and visualizations; and performance reporting. The plan will be updated as needed to ensure consistency with the Ten Year Plan and TIP – including the completion of the financial constraint analysis. Updates will be done in coordination with the *Strafford Comprehensive Economic Development Strategy* and *Local Solutions for the Strafford Region* to find efficiency and shared strategies among these plans. During the 2018-2019 contract period the Metro Plan will be updated to develop a system performance reporting system that will track established performance metrics and targets in accordance with federal requirements. Following the work

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under the SHRP2 Plan Works project to implement performance based planning, Strafford MPO staff will continue working with staff other MPOs, NHDOT, FHWA, and FTA to revise and implement the New Hampshire transportation planning process (e.g. MTP, SLRTP). Deliverable completion depends on release date for federal rules.

Anticipated Outcomes:

- 1) Metropolitan Transportation Plan updates
- 2) Financial Constraint Analysis and public comment documentation
- 3) Public Hearings and meetings as necessary
- 4) Amendments and minor revisions as necessary
- 5) Description of performance measures and targets used to assess the performance of the transportation system.
- 6) Inclusion of system performance reporting relative to established system performance measures and targets for the region.
- 7) Attendance at 8 collaborative meetings

208.2 System Performance Reporting: the purpose of this subtask is to develop and update system performance reports for established statewide and regional performance targets. Performance reports will be integrated into the Metro Plan and updated and published on an annual basis according to federal requirements, as well as metrics and targets developed regionally by the Interagency Performance Based Workgroup which resulted from the FHWA Strategic Highways Research Program project.

Anticipated Outcomes:

- 1) System performance reports updated and published annually
- 2) Updates to the Metro Plan to reflect system performance

Task 209: Transportation Air Quality Conformity

Objectives: Ensure compliance of Metropolitan Planning Organization documents and processes with the federal Clean Air Act, as amended, federal regulations relating to air quality conformity, and state administrative rules on air quality conformity determination.

Transportation Air Quality Conformity: SRPC will conduct Air Quality Conformity Analysis as needed to account for any amendments to the Transportation Improvement Program and the Metropolitan Transportation Plan. This task also provides for any additional air quality conformity determinations including, but not limited to, on/off model air quality determinations for CMAQ, and requests from state and local agencies. The use of visualizations, maps, and tables to provide clear information in an accessible manner will be used whenever appropriate when creating air quality documents.

Anticipated Outcomes:

- 1) Staff training in process to ensure there is adequate capacity to process conformity requests
- 2) Provide ongoing updates to educational resources, rulemakings, guidance, and research
- 3) If needed, revisions to include any regional transportation projects as requested
- 4) Air Quality Conformity Analysis reports and determinations when needed

Task 210: State Long-Range Transportation Plan

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Objectives: Provide assistance to the NHDOT in development of the State Long-Range Transportation Plan.

Statewide Long-Range Transportation Plan: The purpose of this subtask is to assist the NHDOT with the development of an update to the New Hampshire State Long-Range Transportation Plan. This work will take place during the 2018-2019 period and will be completed based on requests from NHDOT.

Anticipated Outcomes:

- 1) Technical assistance to NHDOT bureau staff or consultants
- 2) Provision of regional data as requested
- 3) Document development and editing as requested
- 4) Attendance at meetings

Task 211: Access to Destinations through Network Connectivity

Objectives: Provide assistance to communities to improve transportation network connectivity across modes, and increase accessibility to destinations for users. Enhancing access to jobs, education, healthcare, recreation, and other essential services for both motorized and non-motorized users is a primary purpose of transportation.

211.1 Complete Streets, Bicycle, Transit, and Pedestrian Planning Assistance: The purpose of this subtask is to increase network links within and between modes on public rights of way. Provide technical assistance for transportation plan and project development, including research and guidance, best practices, complete streets principles, and network connectivity.

Anticipated Outcomes:

- 5) Planning and project development assistance to nonprofit organizations, municipalities, and state agencies
- 6) Data analysis related to system performance monitoring
- 7) Research and reports
- 8) Stakeholder collaboration
- 9) Meeting attendance

211.2 Walkability and Public Health Planning Assistance: The purpose of this subtask is to integrate active transportation network connectivity practices and public health planning. Provide technical assistance to communities and agencies (including The Strafford County Public Health Network, Department of Health & Human Services, and Goodwin Community Health Center) on research, guidance, and best practices related to active transportation, accessibility, and connectivity.

Anticipated Outcomes:

- 1) Planning and assistance to nonprofit organizations, municipalities, and state agencies
- 2) Data analysis related to system performance monitoring
- 3) Research and reports
- 4) Stakeholder collaboration
- 5) Meeting attendance

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211.3 Multi-Use & Recreational Trails Planning Assistance: The purpose of this subtask is to link users with origins and destinations (jobs, education, nutrition, healthcare) via multi-use and recreational trails by integrating them into the transportation network. Provide technical assistance to communities and agencies, including research and guidance on best practices related to active transportation, accessibility, and connectivity.

Anticipated Outcomes:

- 1) Planning and project development assistance to nonprofit organizations, municipalities and state agencies
- 2) Data analysis related to system performance monitoring
- 3) Research and reports
- 4) Stakeholder collaboration
- 5) Meeting attendance

Category 300: Public Involvement & Coordination

Purpose: This category provides for the timely development and implementation of policies, plans and projects through a public process of listening, facilitation, education, and outreach, collaboration and recommendations to state and federal agencies, with special attention to inclusionary actions.

Task 301: Technical Advisory Committee

Objectives: The purpose of this task is to encourage the region's communities and agencies to actively participate in the Technical Advisory Committee. Staff will organize monthly meetings and provide all documents related to the meetings to ensure that participants can make informed recommendations. Meeting minutes, presented materials, and other relevant resources will be posted to the MPO website following approval by the committee.

Technical Advisory Committee (TAC): The purpose of this task is to encourage the region's communities and agencies to actively participate in the Technical Advisory Committee. The committee focuses on the technical aspects of transportation planning and reviews MPO products prior to recommending them to the Policy Committee. Staff will prepare materials and presentations, invite guest speakers, and provide consistent communication with committee members to ensure they can make informed decisions and recommendations to the MPO, and provide resources for the municipalities they represent.

Anticipated Outcomes:

- 1) At least 10 Technical Advisory Committee meetings per year
- 2) Guest speakers on transportation-related topics
- 3) Agenda, approved minutes, and relevant documents posted to website
- 4) Legal notices

Task 302: Committee Meetings

Objective: Ensure transparency, efficient workflow, participation, and fiscal oversight in the MPOs administrative and transportation planning functions.

Committee Meetings: The purpose of this task is to provide the executive committee the opportunity to discuss and carry out transportation-related business at their meetings. On a monthly basis Executive Committee members play an important role in reviewing minor amendments to the Transportation Improvement Program.

Anticipated Outcomes:

- 1) At least 10 Executive Committee meetings per year
- 2) Agenda, approved minutes, documents posted to website

Task 303: Public Participation Plan

Objectives: Increase public awareness and opportunities to participate in transportation planning, decision-making, and plan implementation, particularly for underrepresented populations and businesses in the region.

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Public Participation Plan (PPP): The purpose of this task is to ensure that the public is actively engaged in transportation planning with opportunities to learn and participate in an open and transparent process. This is accomplished through the development and implementation of an action plan that solicits input from the residents and businesses of the region with special efforts made to include the underrepresented and those who may be most affected by the decisions made during the processes contained within the Unified Planning Work Program. The Public Participation Plan will be updated in this two year timeframe in accordance with federal requirements (23 CFR 450.316) including a 45-day comment period.

Anticipated Outcomes:

- 1) Update of the Public Participation Plan as needed or by request of NHDOT, FHWA, and FTA
- 2) Involvement of underrepresented populations in plan development
- 3) Involvement of Technical Advisory Committee, Policy Committee
- 4) 45 day public review period and legal notices
- 5) Outreach activities

Task 304: Public Outreach

Objectives: Facilitate the exchange of information between the planning commission, local governments, businesses, university and colleges, associations, and the public on topics related to transportation. Efforts that promote the goals and recommendations in the Metropolitan Transportation Plan and project development for the TIP are priority actions. Public outreach is critical for successful implementation of a performance-based planning approach for the region and the state. Provide a regional perspective and represent the MPO at transportation related meetings and events. Gather information pertinent to regional interests from meetings and events attended, and disseminate the information to municipalities.

304.1 Public Involvement: The purpose of this task is to actively seek to expand public awareness and participation in transportation planning and plan implementation by working with businesses, universities and colleges, associations (such as Chamber of Commerce, Rotary), and local governments and nonprofits.

Anticipated Outcomes:

- 1) Presentation materials
- 2) At least 2 presentations per year
- 3) Technical assistance

304.2 Media Activities & Website: The purpose of this task is to provide local newspapers, libraries, government centers, radio and television stations with public notices and documents. In addition, provide outreach to governments, interested parties, colleagues, collaborators through the use of website, weekly updates, email newsletters and alerts, blog, and the use of social media to provide information on legal notices and public review of documents, public hearings and meetings, emerging and new topics and a variety of transportation-related topics.

Anticipated Outcomes:

- 1) Legal 10-30 day public hearing notices
- 2) Agendas, approved minutes, documents posted in Fosters and on SRPC website; public review documents posted at libraries and local government centers
- 3) At least 12 monthly newsletters with transportation articles and updates
- 4) At least 40 weekly updates with transportation articles and updates (Bits and Pieces)
- 5) Distribution of transportation related materials to communities/libraries
- 6) Online reporting of performance measure reporting and targets

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304.3 Inclusionary Actions: The purpose of this task is to provide meaningful opportunities for input from minority, non-English speaking, and low-income residents in the metropolitan planning organization's public involvement processes, in accordance with Title VI of the Civil Rights Act of 1964 and the Environmental Justice provisions of SAFETEA-LU.

Anticipated Outcomes:

- 1) Process and project information on SRPC Web page
- 2) At least 2 public forums, focus groups, meetings, or workshops regarding public's transportation needs, projects and services, information on transportation issues.

304.4 Strafford MPO Representation: The purpose of this task is to represent the MPO perspective at meetings and conferences regarding transportation planning in New Hampshire, as well as NHDOT-sponsored local official, task force, public informational meetings held during the project scoping and design phase of projects.

Anticipated Outcomes:

- 1) At least 4 per year – attendance at transportation related meetings and events
- 2) Written comments regarding the regional perspective of local, regional, and state projects
- 3) Attendance at AMPO Technical Committee meetings

304.5 Professional Presentations: The purpose of this task is to provide presentations for local, state, and national entities, such as the NH Municipal Association, NH OEP Spring Conference, professional associations, American Planning Association, Northeast ARC Users Group.

Anticipated Outcomes:

At least 1 presentation per quarter about transportation related topics

Task 305: Policy Committee

Objectives: Support the MPO Policy committee in establishing Strafford MPO's priorities and policies for the region, with due consideration of federal and state enabling legislation and rulemaking. The Committee considers and approves budget, projects, and planning documents prepared on behalf of the region by Strafford MPO staff.

Policy Committee: The purpose of this task is to encourage regional communities and agencies to actively participate in the Policy Committee through their appointed regional planning commissioners and agency appointees. Staff will organize monthly meetings and provide documents related to the meetings to facilitate informed discussions and decision-making by commissioners. Staff will ensure that Policy Committee members receive ongoing opportunities for discussions, presentations, speakers, outreach activities and materials to aid them in their work. Staff will provide technical assistance for outreach and education requests from Policy Committee members within their agencies and communities, such as presentations to Selectmen and Councils.

Anticipated Outcomes:

- 1) At least 10 Policy Committee agendas, minutes, documents
- 2) Agendas, approved minutes, documents posted to website
- 3) Legal notices for meetings and public hearings

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- 4) Technical assistance
- 5) Speakers and presentations for meetings
- 6) Letters and reports

Category 400: Plan Support

Purpose: This category provides for the collection, analysis, QA/QC, visualization, and maintenance of transportation planning data (including socioeconomic and transportation system data) for use in MPO transportation planning and travel demand model activities. Data will support ongoing implementation of performance based planning and regular system performance reporting.

Task 401: Traffic Counts

Objectives: Complete NHDOT assigned traffic counts as well as supplemental count requests during each traffic count season (May – October).

401.1 Traffic Count Data Collection, QA/QC, & Management: The purpose of this subtask is to collect traffic count data annually based on a list of locations provided by NHDOT. Traffic counts will start in the spring and end in the fall of each calendar year. Counts types include volume, classification and turning movements as determined by NHDOT. Staff will prepare monthly reports and data files for NHDOT traffic bureau staff. Staff will develop and manage transportation systems data including the metropolitan planning organization's traffic count database and GIS files.

Anticipated Outcomes:

- 1) Completion of traffic count locations assigned by NHDOT
- 2) Annual report to summarize traffic count data collected
- 3) Maintenance of traffic count database
- 4) Traffic counts incorporated into GIS database

401.2 Supplemental Traffic Counts: The purpose of this task is to collect traffic count data for local municipalities and organizations. Requested supplemental traffic counts support local data-driven planning efforts and project development. Completion of NHDOT assigned counts is prioritized. If a requested supplemental count is located near a NHDOT count, staff will set the supplemental count if possible to ensure efficiency.

Anticipated Outcomes:

- 1) Traffic count reports to municipalities
- 2) Summary reports of traffic count data collected
- 3) Maintenance of traffic count database
- 4) Traffic counts incorporated into GIS database

401.3 Turning Movement Counts: The purpose of this subtask is to collect data on vehicular turning movements as requested by municipalities and other entities. Staff will prepare reports to accompany counts and maintain data files for future use. Requested supplemental traffic counts support local data-driven planning efforts and project development.

Anticipated Outcomes:

- 1) Turning movement count data
- 2) Turning movement count reports

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401.4 Bike/Ped Count Data Collection and Management: The purpose of this subtask is to collect and perform QA/QC on bicycle and pedestrian movement data to support regional bicycle and pedestrian improvement projects.

Anticipated Outcomes:

- 1) Bicycle and pedestrian counts
- 2) Reporting on local and regional bicycle and pedestrian activity

Task 402: SADES Roadway Surface Management System (SRSMS)

Objectives: Develop and maintain SRSMS data layers to support transportation planning activities and programs.

SADES Roadway Surface Management System: The purpose of this subtask is to collect pavement condition data for Class V (local) roads. Data collection will be performed during the standard field season (May – October) of each year. Staff will prepare reports and manage data files for use by municipalities, regional partners, and NHDOT staff.

Anticipated Outcomes:

- 1) Training for staff to conduct data collection and quality analysis/quality control reviews
- 2) Attendance at meetings with municipal staff and officials
- 3) Data collection
- 4) Creation of roadway pavement GIS data layers
- 5) Roadway pavement reports and maps

Task 403: Geographic Information Systems (GIS) Collection, Development, and Maintenance of Transportation Data Layers & Inventories

Objectives: Develop and maintain GIS data layers to support transportation planning activities and programs. Identify, collect, and maintain data to enhance transportation planning activities. Inventory key transportation facilities in the region for the purposes of project development and asset management, identification of gaps in network connectivity. Create inventories that are compatible with the transportation project database.

403.1-Standardized GIS Data Layers: The purpose of this subtask is to update standardized GIS data layers for their use in analyzing transportation planning processes and projects. Once updated, these data layers will be used to create visualizations for users. Standard practice is to maintain a web-based gallery of map sets.

Anticipated Outcomes:

- 1) Maintenance of GIS data layers and supplemental data features, including aerial imagery, transportation networks and facilities, community infrastructure and utilities, water and natural resources, protected and conservation lands, and zoning and land use classifications.
- 2) GIS data used to develop the Metro Plan
- 3) Identification of natural resources and vulnerable infrastructure
- 4) For visualization, up to 18 sets of standardized GIS planning maps are posted on the SRPC website.

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403.2 Regional Safety Analyses: The purpose of this subtask is to collect, perform QA/QC, and analyze available crash data as it is released by NHDOT to assist in safety programs. Regional safety analysis will provide direct support for statewide and regional system performance management.

Anticipated Outcomes:

- 1) Regional crash data analysis
- 2) Regional crash maps

403.3 Assessment of Water & Natural Resources: The purpose of this subtask is to update GIS data layers essential for linking infrastructure resilience with water and natural resources protection. Water and natural resource assessments provide direct support for statewide and regional system performance management.

Anticipated Outcomes:

- 1) Maintenance of natural and water resources data
- 2) Water and natural resources data integrated into the Metro Plan
- 3) Identification of natural resources and vulnerable infrastructure
- 4) Hazard mitigation planning assistance

403.4 GIS Data Organization, Development, & Quality Assurance: The purpose of this subtask is to maintain a uniform organizational structure for the continued development of GIS databases and maps to support transportation planning elements. Staff will update GIS databases with relevant data from regional and state partners, update metadata, and complete routine quality analysis and control tasks.

Anticipated Outcomes:

- 1) Organizational protocols and documentation
- 2) Maintenance of GIS data organization system
- 3) Update of local transportation asset inventory and management tools

403.5 SADES Culvert Assessments: The purpose of this subtask is to create an inventory of culverts for communities within the Strafford region as part of the SADES program. This assessment requires the use of specified methodology, assumptions, and data collection efforts. The assessment will provide valuable information to state, regional, and local partners regarding infrastructure needs and vulnerability. Data will be contributed to the established SADES culvert database, and compiled and maintained by staff of the UNH Technology Transfer Center.

Anticipated Outcomes:

- 1) Field collection of culvert data
- 2) Culvert database development
- 3) Incorporate historic culvert data into SADES database
- 4) Quality Analysis & Quality Control review
- 5) Annual or biennial local culvert reports

403.6 SADES Regional Sidewalk Inventory: The purpose of this subtask is to create an inventory of sidewalks in the Strafford region as part of the existing SADES Pedestrian Infrastructure program. This assessment requires the use of specified methodology, assumptions, and data collection efforts. The assessment will provide valuable information to state, regional, and local partners regarding livability, complete streets, ADA compliance, and infrastructure needs. Data collection

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efforts are for the purpose of creating and maintaining a GIS data layer of sidewalks. Data will be contributed to the established SADES culvert database, and compiled and maintained by staff of the UNH Technology Transfer Center.

Anticipated Outcomes:

- 1) Field collection of sidewalk data using SADES protocol
- 2) Sidewalk data layer development
- 3) Data collection survey for annual sidewalk data layer maintenance
- 4) Quality Analysis & Quality Control review

403.7 Regional Bicycle & Pedestrian Traffic Data Collection, QA/QC, & Analysis: The purpose of this subtask is to collect bicycle and pedestrian movement data or acquire it from other sources, and analyze data to support regional bicycle and pedestrian improvement projects.

Anticipated Outcomes:

- 1) Acquisition of bicycle and pedestrian movement data
- 2) Managed database of bicycle and pedestrian movement data
- 3) Bicycle and pedestrian movement reports and maps

403.8 Multimodal Transportation Infrastructure Inventories: The purpose of this subtask is to allow for the collection of baseline data of multimodal transportation infrastructure needed to create GIS layers that will aid in transportation planning or that will lead to better transportation related decision making.

Anticipated Outcomes:

- 1) Development of methodology document for data collection and quality analysis quality control reviews
- 2) Data collection
- 3) Creation of transportation infrastructure GIS data layer
- 4) Data collection survey for annual data layer maintenance
- 5) GPS trail and other transportation data sets as requested

Task 404: Demographics & Socioeconomics

Objectives: Collect and disseminate demographic and economic information essential for transportation planning activities, including aspects of the decennial census and employment information.

404.1 Economic Data: The purpose of this subtask is to process employment data for the Seacoast Travel Demand Model for project development and corridor studies. Collaborate with the *Strafford Comprehensive Economic Development Strategy* document updates to ensure coordination of transportation & economic development infrastructure projects and planning activities. Economic data analysis will provide direct support for statewide and regional system performance management.

Anticipated Outcomes:

- 1) Employment data incorporated into travel demand model from various sources including the Economic and Labor Market Information Bureau and the Department of Employment Security
- 2) Coordination with *Comprehensive Economic Development Strategy* planning activities and

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project development

- 3) Economic data integrated into the Metro Plan

404.2 Demographic Data: The purpose of this subtask is to process demographic data that support transportation planning documents and processes. Collaborate with the *Local Solutions for the Strafford Region* master plan and the *Strafford Regional Housing Needs Assessment* to ensure integration of transportation infrastructure with housing and land use activities and the built environment. Demographic data analysis will provide direct support for statewide and regional system performance management.

Anticipated Outcomes:

- 1) Demographic Maps and Data
- 2) Metrics and reports
- 3) Demographic data integrated into the Metro Plan

Task 405: Equipment Budget

Objectives: Purchase equipment required to carry out specific transportation planning tasks as part of the Unified Planning Work Program, including the retirement of older equipment. Perform administrative tasks including the annual inventory of all equipment and software purchased to carry out the transportation tasks approved as part of the Unified Planning Work Program and reporting on the status of the equipment. Perform routine maintenance tasks to ensure the longevity of UPWP equipment and seamless use of equipment. Purchase equipment required to carry out the transportation tasks approved as part of the Unified Planning Work Program, including the retirement of older equipment. Equipment identified and paid within the Unified Planning Work Program is to be used only for transportation planning activities.

405.1 UPWP Equipment Administration: The purpose of this subtask is to inventory the commission's equipment and software used to perform transportation tasks.

Anticipated Outcomes:

- 1) Annual inventory of equipment used for transportation
- 2) Management of property records
- 3) Reports on the inventory

405.2 Maintenance and repairs: The purpose of this subtask is to perform routine maintenance and as-needed repairs to UPWP equipment to ensure the longevity of the equipment, including, but not limited to, software updates, troubleshooting issues as they arise, and consulting with IT support specialists as needed.

Anticipated Outcomes:

- 1) Routine maintenance of equipment
- 2) Repair of traffic count equipment and supplies
- 3) Repair of computer equipment
- 4) Repair of other UPWP equipment

405.3 Transportation Equipment and Software Acquisition and Disposal: The purpose of this subtask is to acquire and replace equipment and software needed for transportation tasks approved as part of the UPWP. This includes computers, printers, equipment, associated supplies, and software agreements.

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Anticipated Outcomes:

- 1) Equipment purchases: including traffic counters; bicycle and pedestrian counters; supplies, safety equipment, and protective gear.
- 2) Computer hardware purchases and maintenance agreements
- 3) Hardware and software purchases and maintenance agreements
- 4) Invoice documents for financial records
- 5) RFB documents and processes
- 6) Documentation of disposal to White Farm or other disposals as appropriate

Task 406: Transportation Model

Objectives: Continue to streamline operations of the Seacoast Travel Demand Model to improve overall capabilities. Maintain the model for air quality analyses performed as needed to conform with EPA Air Quality Standards as well as for local forecasting applications and calculating performance measures. It is necessary to have at least one trained staff member. The model can be used to evaluate system efficiency, corridor-based analyses, projecting potential impacts (including air quality and congestion) from proposed transportation projects and plans, and long-term performance target setting analyses.

406.1 Model Updates, Enhancements & Development Coordination: The purpose of this task is to use and maintain the Seacoast model in coordination with the Rockingham Planning Commission, NHDOT, and consultant. Efforts will be made to coordinate updates and enhancements to the Seacoast model with other NH MPO and NHDOT updates. Transitioning to a single state-wide model during the terms of this agreement is supported. An updated household travel survey is needed to ensure models are using accurate data and assumptions. Potential updates include, but are not limited to, adding new Transportation Analysis Zones (TAZ's), increasing road networks, creating a separate transit network, automating multiple model runs, regional buildout analysis, and automating sub-area analysis model outputs. These updates and enhancements are meant to simplify and streamline the modeling process while also increasing the sensitivity and accuracy of the travel demand model. The travel demand model will provide direct support for statewide and regional system performance management.

Anticipated Outcomes:

- 1) Training for staff – at least 1 staff trained for model use
- 2) Continued staff training and development as needed
- 3) Update and improve travel demand model
- 4) Contract with consultant for updates to travel demand model
- 5) Preparations for statewide model

406.2 Building & Development Growth: The purpose of this subtask is to collect building permit data for new construction from all eighteen communities within the Strafford MPO on an annual basis. These data will ensure that TAZ-level data within the Seacoast model is current with regards to future household capacity as necessary for the model's Land Use Allocation Module.

Anticipated Outcomes:

- 1) Staff training
- 2) Building Permit Data
- 3) Annual Summary Report
- 4) Regional growth maps
- 5) Updated data collection and management protocol

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406.3 Analyses & Visualization: The purpose of this subtask is to complete analyses and develop visualizations to support planning of future transportation project investments.

Anticipated Outcomes:

- 1) Up to 1 biennially - transportation planning analyses and visualization
- 2) Analyses to support performance measure calculations and target setting

Task 407: Performance Measures, Data Collection, Analysis, & Target Setting

Objectives: Ensure Strafford MPO is able to meet federal requirements for performance based planning established in MAP-21 and the FAST act. Establish data collection procedures, conduct analysis, and set targets for performance measures that are both federally mandated, as well as regionally established by the Interagency Performance Based Planning Workgroup which resulted from the FHWA Strategic Highways Research Program Round 2 (SHRP2) project.

Performance Measures, Data Collection, Analysis, and Target Setting: The purpose of this task is to undertake data collection and analysis necessary to meet federal reporting requirements, as well as maintain and implement the regional performance measures established by the Workgroup. This includes the establishment of processes and procedures necessary for data collection, the allowance of data collection and analysis to complete this task, the development of measures as deemed necessary by the MPO and the Workgroup, the convening of the Workgroup each year to update and discuss both federal and regional measure, the establishment of targets for the regional and federal measures, and the allowance of work necessary to carry out and update the implementation steps developed in the SHRP2 Implementation Plan.

Anticipated Outcomes:

- 1) Performance measures and targets
- 2) Data Standards
- 3) Reporting protocol
- 4) Performance tracking methods
- 5) Attendance at performance measures update meetings
- 6) Data collection procedures
- 7) Performance metrics data collection and analysis
- 8) Collaborative efforts with NH transportation decision makers

Category 500: Technical Assistance & Support

Purpose: This category provides an opportunity for staff to work with local municipalities, transit, and intercity rail and bus providers, nonprofits, businesses, and state and federal agencies on transportation planning and the implementation of transportation projects within the region.

Task 501: Local & Regional Assistance

Objectives: Provide local assistance to municipalities, nonprofits, and organizations on transportation planning and project development. Work cooperatively with neighboring regional planning commissions and metropolitan planning organizations to promote shared transportation planning objectives. Promote and participate in intermodal transportation planning activities. Provide planning support and data collection for rail, aviation, port project development limited to ground-surface transportation. This task will help create connections between modes of transportation, improve safety, mobility, freight and passenger transport, economic development, and will help promote a strong integrated transportation system within the Strafford region.

501.1 General Transportation Assistance: The purpose of this subtask is respond to local requests for transportation planning assistance by municipalities and their publics. Assistance may include: review of development site plans for access management and safety; review of traffic data; review and update of existing zoning and land use regulations to incorporate transportation planning principles, strategies and standards; and education to municipalities regarding the impact of land use decisions on transportation.

Anticipated Outcomes:

- 1) Provide traffic data on request
- 2) Local community data and analysis, land use and project documents
- 3) Parking study reviews

501.2 Local Officials, Boards, & Committees: The purpose of this subtask is to support committees, boards, and local officials regarding transportation planning issues. This includes: transportation master plan chapter update and review; assistance with local transportation-related regulation and ordinance update; and best practices complete streets; walkability; low impact development; best practices for mobility, accessibility, safety, congestion management, connectivity; and land use impacts on travel patterns.

Anticipated Outcomes:

- 1) Attendance at meetings
- 2) Research and recommendations
- 3) Technical assistance with development of regulations and ordinances on limited basis per request
- 4) Technical assistance with projects, applications, reviews per request
- 5) Developments of Regional Impact Reviews
- 6) Development of transportation chapters of local Master Plans

501.3: Coordination with Other MPOs: The purpose of this sub task is to support interstate, interagency coordination in the Piscataqua River Basin, along Boston-Portland Interstate 95, along rail corridors, and with transit providers. Identify needs, short-and long-term improvements, and

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strategies to achieve integrated transportation services and infrastructure for passenger and freight movement on this corridor, as well as connecting intermodal facilities and service providers. Coordinate with other MPOs for planning related activities such as performance based planning and programming, port and rail enhancements, and transit and intercity bus services and facilities. Coordinate with neighboring MPOs to ensure planning documents and efforts represent shared UZAs and MPAs.

Anticipated Outcomes:

- 1) At least 2 collaborative events with other MPOs and RPCs on interregional planning efforts
- 2) Attendance at inter-agency meetings

501.4: Scenic Byways Planning and Technical Assistance: The purpose of this subtask is to support the development and marketing of regional scenic byways. Staff have provided technical assistance to scenic byway committees of municipal representatives to develop and approve scenic byway Corridor Management Plans for the Branch River Valley Scenic Byway (Wakefield and Milton) and the Mills Scenic Byway (Rollinsford, Madbury, Durham, and Newmarket). Continuing efforts will focus on marketing and expansion of byways, and integrating byway development with regional economic and tourism development entities and efforts.

Anticipated Outcomes:

- 1) Technical assistance with byway expansion
- 2) Updates to byway Corridor Management Plans as needed
- 3) Development of marketing tools such as GIS-base Story Maps and on-road signage for byway routes

501.5 Passenger and Freight Rail Planning: The purpose of this subtask is to support passenger and freight rail planning activities including support for reestablishing and upgrading rail systems that pass through the Strafford region, researching rail funding opportunities, meeting rail objectives outlined in the Strafford *Comprehensive Economic Development Strategy*. Other activities may include planning for the integration of rail with other modes of transportation, establishing connections between rail and other modes of transportation, collecting rail data for the Strafford region, and promoting projects that raise bridges over rail lines to double stack height.

Anticipated Outcomes:

- 1) Planning assistance to nonprofit organizations, municipalities, and state agencies
- 2) Data collection and analysis
- 3) Research and reports
- 4) Grant Research and plan development

501.6 Aviation Planning: The purpose of this subtask is to link Pease International Airport and Skyhaven Airport through enhancements to the surface transportation system. Activities are limited to enhancing connectivity and ground access from surface modes of transportation to airport facilities to promote efficient movement of freight and passengers. Planning activities enhance the economic competitiveness of the region by maximizing the use of the existing airport at the Pease Tradeport and Skyhaven Airport (adjacent to the Granite State Business Park).

Anticipated Outcomes:

- 1) Planning assistance to nonprofit organizations, municipalities, and state agencies related

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to ground access and egress, intermodal transfer, and alternatives to address congestion and safety of ground access

- 2) Data collection and analysis regarding connectivity with other surface transportation
- 3) Research and reports related to connections with surface modes of transportation

501.7 Port Planning: The purpose of this subtask is to support the Port of New Hampshire and the Naval Shipyard through enhancements to the surface transportation system. Activities are limited to enhancing connectivity and ground access from surface modes of transportation to ports to promote efficient movement of freight and passengers (e.g. COAST Clipper Connection) between modes. Planning activities enhance the economic competitiveness of the region by maximizing the use of the existing port infrastructure on the Piscataqua River.

Anticipated Outcomes:

- 1) Planning assistance to nonprofit organizations, municipalities, and state agencies related to ground access and egress, intermodal transfer, and alternatives to address congestion and safety of ground access
- 2) Data collection and analysis regarding connectivity with other surface transportation
- 3) Research and reports related to connections with surface modes of transportation

Task 502: State & Federal Assistance

Objectives: Provide technical assistance for projects and plans, and participate on committees and workgroups at the request or in partnership with state or federal agencies.

State & Federal Assistance: The purpose of this subtask is to advance regional priorities by aiding and supporting requests by state or federal agencies for technical assistance on projects, plans, and participation on transportation related committees. This includes project development, corridor studies, and performance-based planning.

Anticipated Outcomes:

- 1) Provision of transportation data to statewide committees
- 2) Provision of technical review of plans
- 3) Provision of data to support state plans
- 4) Attendance at meetings
- 5) Collection of Highway Performance Monitoring System HPMS data

Task 503: Program Support

Objectives: Assist communities, agencies, and other groups with application preparation, presentation, management of projects, and guidance on LPA implementation.

503.1 Congestion Mitigation and Air Quality (CMAQ): The purpose of this subtask is to assist and support communities and agencies with the CMAQ application process. Staff will oversee the scoring process for all proposed regional applications for CMAQ grant rounds. In addition, staff will participate on the NH CMAQ advisory committee.

Anticipated Outcomes:

- 1) Assistance to communities in the CMAQ Process
- 2) Oversight of scoring process for regional applications and attendance at meetings

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- 3) Attendance at NH CMAQ Advisory Committee meetings
- 4) Assistance with Air Quality Analysis for CMAQ projects

503.2 Highway Safety Improvement Program (HSIP): The purpose of this subtask is to continue the collaboration with NHDOT ensuring that the Highway Safety Improvement Program benefits the communities, residents and business in the region.

Anticipated Outcomes:

- 1) Coordination with NHDOT
- 2) Participation in NHDOT Highway Safety audits and meetings in the region
- 3) Provision of regional highway safety data when requested

503.3 Transportation Alternatives Program (TAP): The purpose of this subtask is to assist and support communities and agencies with the TAP application process. Staff will oversee the scoring process for all proposed regional applications for TAP grant rounds. Assistance with project implementation to communities that are awarded TAP funding.

Anticipated Outcomes:

- 1) Assistance to communities with the TAP grant process
- 2) Oversight of scoring process for regional applications and attendance at meetings
- 3) Assistance with project implementation

Task 504: Special Projects

Objectives: Develop contracts with communities and agencies in the region to establish a scope of work, budget and work products for projects and programs that require sustained and/or substantial effort of metropolitan planning organization staff time and resources.

504.1 Special Projects: The purpose of this subtask is to develop contracts with communities and agencies within the region that would be approved by NHDOT. This task is primarily intended to address projects and programs from Tasks 501 and 503 in which the metropolitan planning organization's role expands beyond limited support and assistance, or in which the metropolitan planning organization's efforts clearly exceed the intent of the original task.

Anticipated Outcomes:

Local and regional projects funded through the UPWP under contractual agreement approved by NHDOT.

Task 505: Regional Coordinating Council

Objectives: Promote development and implementation of community transportation in the Strafford MPO area by participating with the Alliance for Community Transportation, Strafford's Regional Coordination Council, in conformity with federal and state regulations.

505.1 Coordinated Plan Activities: The purpose of this subtask is to update the Coordinated Human Services Transportation Plan as needed, providing a platform within the Coordinated Human Services Transportation Plan to ensure that local transit agencies and non-profit organizations are able to apply for Federal Transit Administration grants. Prepare letters of support for agencies applying for funding.

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Anticipated Outcomes:

- 1) Updates to Coordinated Human Services Transportation Plan
- 2) Coordination with regional health and human service providers and agencies through the Alliance for Community Transportation
- 3) Support Letters for regional health and human service providers and agencies applying for FTA grants
- 4) Attendance at necessary Statewide Coordination Council meetings

505.2 Planning Assistance to the Alliance for Community Transportation (ACT): The purpose of this subtask is to provide technical assistance and support to the Alliance for Community Transportation and attend monthly meetings for membership. The Executive Director or staff will continue to provide support and attend meetings for the Alliance for Community Transportation's Executive Committee.

Anticipated Outcomes:

- 1) At least 8 meeting per year - attendance at member meetings
- 2) At least 6 meetings per year -attendance at ACT Executive Committee meetings
- 3) Provide support and information to ACT about funding opportunities, management, data, mapping, etc.

Task 506: Transit Agency Support

Objectives: Provide technical assistance, facilitation and coordination services, and planning advice to regional transit providers.

506.1 Planning Assistance to Regional Transit Providers: The purpose of this subtask is to provide technical assistance and support to COAST, Wildcat Transit, CommuteSmart Seacoast, and other transit providers operating in the Strafford Region. This subtask includes creating maps for agencies, assistance with Google Transit Feeds, providing guidance about funding opportunities, and attendance at monthly COAST meetings.

Anticipated Outcomes:

- 1) Technical assistance, maps, data, and professional advice
- 2) Participation in monthly COAST and Seacoast CommuteSmart Board meetings
- 3) Provision of assistance and information about funding opportunities
- 4) Facilitation of meetings, as needed

506.2 Transit Data Collection, Analysis, and Mapping: The purpose of this subtask is to coordinate an intermodal public transportation survey of COAST, Wildcat Transit, C&J Buslines, and the Down Easter, depending upon interest by providers.

Anticipated Outcomes:

- 1) Survey Instrument
- 2) Final Statistics of Intermodal Survey
- 3) Transit facilities inventory and mapping

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Other Transportation Planning Activities

As indicated in the introduction of this Unified Planning Work Program, the “unified” aspect of the document is intended to encompass all metropolitan planning organization transportation planning activities that are foreseen in the region, regardless of funding source or implementing agency. While we cannot be certain that we are aware of all transportation planning activities that will take place in the program period, we do identify all those that we are aware of in which the metropolitan planning organization has a stakeholder or participant role. Transportation planning activities funded with grants not included in the Strafford Metropolitan Planning Organization’s 2018-2019 Unified Planning Work Program are summarized below.

FTA 5307 – Urbanized Area Formula Grant Program

COAST General & Comprehensive Transit Planning (FTA 5307)

Description: COAST will undertake the following activities using FTA Section 5307 funds, and may utilize both COAST staff resources and/or outside consulting assistance:

- Provide assistance with planning and mobility management to the Alliance for Community Transportation, the Regional Coordinating Council for the Greater Seacoast region
- Participate in updates as needed to the Coordinated Public Transit-Human Services Transportation Plan for the region
- Prepare study of the economic impacts of COAST transit service in the region
- Prepare route analysis (as needed)
- Continue ongoing general and comprehensive transit planning
- Conduct biennial system review

FTA 5307 (80/20)	2018	2019
Federal Funding	\$80,000	\$80,000
COAST Matching Funding	\$20,000	\$20,000

Newmarket – Route 108 Corridor Study

Description: The Town of Newmarket is interested in conducting a corridor study along Route 108. Route 108 travels approximately four miles through the Town of Newmarket. Newmarket is also interested in locating a Park n’ Ride with transit services along Route 108. The town of Durham is also interested in a similar facility along this route. Based on the costs associated with Phase II of the Route 125 Corridor Study, we anticipate the costs for this corridor study to be approximately \$30,000 per mile.

While we would like to include other communities along Route 108 in a corridor study, many communities have acknowledged that providing the local match continues to be a challenge.

Research topics include, but are not limited to:

- Access Management study of Route 108
- Review of existing municipal ordinances and regulations to determine maximum build-out analysis for Route 108
- Park n’ Ride and transit center development
- Safety improvements related to bicycle and pedestrian traffic and public transportation stops
- Possible scenarios to improve at grade rail crossing along Route 108, that serves Downeaster passenger rail service and freight rail service
- Review of potential future development scenarios and impact on Route 108
- If needed, additional traffic counts

Estimated Costs:

Total funding needs:	\$120,000
Federal Contribution:	\$96,000
Local Contribution:	\$24,000

Table 6 – 2018-2019 UPWP Category & Task Timeline

Category 100: Administration & Training			Anticipated Work Schedule for FY 2018				Anticipated Work Schedule for FY 2019			
Task Number	Task Title	Frequency	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
101	Invoices, Accounting, Audits, & Reports	Monthly	■	■	■	■	■	■	■	■
102	Program Administration									
102.1	UPWP Development & Amendments	Winter & Spring of odd year						■	■	■
102.2	UPWP Administration & Reporting	Monthly	■	■	■	■	■	■	■	■
102.3	SMPO Prospectus & Bylaws	As needed								
102.4	Certifications, Compliance, & Reporting	Ongoing	■	■	■	■	■	■	■	■
103	Training									
103.1	Training	Ongoing	■	■	■	■	■	■	■	■
103.3	Review of Transportation Materials	Ongoing	■	■	■	■	■	■	■	■
104	Indirect Cost Rate (Set Aside)									
105	Memberships, Subscriptions, & Professional Costs	Ongoing	■	■	■	■	■	■	■	■

Table 6 – 2018-2019 UPWP Category & Task Timeline (continued)

Category 200: Policy & Planning			Anticipated Work Schedule for FY 2018				Anticipated Work Schedule for FY 2019			
Task Number	Task Title	Frequency	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
201	Ten-Year Plan (TYP)									
	201.1 GACIT	Ongoing	■	■						
	201.2 Statewide Ten-Year Plan	As Needed						■	■	■
202	Land Use, Economic Development, & Environmental Linkages	Ongoing	■	■	■	■	■	■	■	■
203	Transportation Planners Collaborative	Quarterly	■	■	■	■	■	■	■	■
204	Interagency Consultation	Monthly	■	■	■	■	■	■	■	■
205	Transportation Improvement Program									
	205.1 Annual Listing of Obligated Projects	Annually in December		■				■		
	205.2 2017-2020 Transportation Improvement Program	As Needed	■	■	■	■	■			
	205.3 2019-2022 Transportation Improvement Program	Biennial Update					■	■	■	■
	205.4 Project Level Evaluation of System Performance Targets & Criteria	Ongoing	■	■	■	■	■	■	■	■
	205.5 Project Database	Ongoing	■	■	■	■	■	■	■	■
	205.6 Transportation and Environmental Justice	As Needed	■	■	■	■	■	■	■	■
206	Congestion Management Process	As Needed								
207	Intelligent Transportation System	Updates in Jan & Jun			■	■			■	■

Table 6 – 2018-2019 UPWP Category & Task Timeline (continued)

Category 200: Policy & Planning			Anticipated Work Schedule for FY 2018				Anticipated Work Schedule for FY 2019			
Task Number	Task Title	Frequency	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
208	Metropolitan Transportation Plan (MTP)									
	208.1 Metropolitan Transportation Plan Development & Amendments	Ongoing								
	208.2 System Performance Reporting	Ongoing								
209	Transportation Air Quality Conformity	To be determined								
210	State Long-Range Transportation Plan	To be determined								
211	Access to Destinations Through Network Connectivity									
	211.1 Complete Streets, Parking, Bicycle and Pedestrian Planning Assistance	Ongoing								
	211.2 Walkability, and Public Health Planning Assistance	Ongoing								
	211.3 Multi-Use & Recreational Trail Planning Assistance	Ongoing								

Table 6 – 2018-2019 UPWP Category & Task Timeline (continued)

Category 300: Public Involvement & Coordination			Anticipated Work Schedule for FY 2018				Anticipated Work Schedule for FY 2019			
Task Number	Task Title	Frequency	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
301	Technical Advisory Committee	Monthly								
302	Committee Meetings	Monthly								
303	Public Participation Plan	As Needed								
304	Public Outreach									
	304.1 Public Involvement	As Needed								
	304.2 Media Activities & Website	As Needed								
	304.3 Inclusionary Actions	As Needed								
	304.4 Strafford MPO Representation	As Needed								
	304.5 Public Presentations	As Needed								
305	Policy Committee	Monthly								

Table 6 – 2018-2019 UPWP Category & Task Timeline (continued)

Category 400: Plan Support			Anticipated Work Schedule for FY 2018				Anticipated Work Schedule for FY 2019			
Task Number	Task Title	Frequency	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
401	Traffic Counts									
	401.1 Traffic Count Data Collection, QA/QC, & Management	Ongoing	■	■	■		■	■	■	
	401.2 Supplemental Traffic Counts	As Requested	■			■	■			■
	401.3 Turning Movement Counts	As Requested	■			■	■			■
	401.4 Bike/Pedestrian Count Data Collection & Management	As Requested	■			■	■			■
402	SADES Pavement Condition RSMS Assessment	Seasonal	■	■	■		■	■	■	
403	GIS Collection, Development, and Maintenance of Transportation Data Layers & Inventories									
	403.1 Standardized GIS Maps	As Needed	■	■	■	■	■	■	■	■
	403.2 Regional Safety Analysis	Annual		■	■			■	■	
	403.3 Assessment of Water & Natural Resources	As Needed	■	■	■	■	■	■	■	■
	403.4 GIS Data Organization, Development, & Quality Assurance	Ongoing	■	■	■	■	■	■	■	■
	403.5 SADES Culvert Assessments	Seasonal	■	■	■		■	■	■	
	403.6 SADES Regional Sidewalk Inventory	Seasonal	■	■	■		■	■	■	
	403.7 Regional Bicycle & Pedestrian Traffic Data Analysis	As needed	■	■	■	■	■	■	■	■
	403.8 Multimodal Transportation Infrastructure Inventories	As needed	■	■	■	■	■	■	■	■

Table 6 – 2018-2019 UPWP Category & Task Timeline (continued)

Category 400: Plan Support			Anticipated Work Schedule for FY 2018				Anticipated Work Schedule for FY 2019			
Task Number	Task Title	Frequency	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
404	Demographics & Socioeconomics									
	404.1 Economic Data	Ongoing	■	■	■	■	■	■	■	■
	404.2 Demographic Data	Ongoing	■	■	■	■	■	■	■	■
405	Equipment Budget									
	405.1 UPWP Equipment Administration	Annually/As Needed	■	■	■	■	■	■	■	■
	405.2 Maintenance and Repairs	As Needed	■	■	■	■	■	■	■	■
	405.3 Transportation Equipment and Software Acquisition and Disposal	As Needed	■	■	■	■	■	■	■	■
406	Transportation Model									
	406.1 Model Updates, Enhancements, & Development Coordination	Ongoing	■	■	■	■	■	■	■	■
	406.2 Building and Development Growth	Ongoing	■	■	■	■	■	■	■	■
	406.3 Analyses & Visualization	Ongoing	■	■	■	■	■	■	■	■
407	Performance Measures, Data Collection, Analysis, & Reporting	Ongoing	■	■	■	■	■	■	■	■

Table 6 – 2018-2019 UPWP Category & Task Timeline (continued)

Category 500: Technical Assistance & Support			Anticipated Work Schedule for FY 2018				Anticipated Work Schedule for FY 2019			
Task Number	Task Title	Frequency	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
501 Local & Regional Assistance										
501.1	General Transportation Assistance	As Requested								
501.2	Local Officials, Boards, & Committees	As Requested								
501.3	Coordination with Other MPOs	Ongoing								
501.4	Scenic Byways Planning and Technical Assistance	As Needed								
501.5	Passenger and Freight Rail Planning	As Needed								
501.6	Aviation Planning	As Needed								
501.7	Port Planning	As Needed								
502 State & Federal Assistance										
503 Federal Program Support										
503.1	Congestions Mitigation Air Quality (CMAQ)	Funding Round								
503.2	Highway Safety Improvement Program (HSIP)	Funding Round								
503.3	Transportation Alternatives Program (TAP)	Funding Round								
504 Special Projects										
505 Regional Coordinating Council										
505.1	Coordinated Plan Activities	As Needed								
505.2	Planning Assistance to the Alliance for Community Transportation (ACT)	Monthly								
506 Transit Agency Support										
506.1	Planning Assistance to Regional Transit Providers	Monthly								
506.2	Transit Data collection, Analysis and Mapping	As Needed								

Budget

Funding Source	FY 2018 - Actuals	FY 2019 Remaining Funds/Budget	Proposed UPWP Contract Amendment	FY 2019 Total Amended Budget
Federal funds	\$453,088.15	\$501,703.90	\$18,715.50	\$520,419.40
SUBTOTAL-Federal funds	\$453,088.15	\$501,703.90	\$18,715.50	\$520,419.40
SRPC match of Federal funds (10%)	\$50,343.13	\$55,744.80	\$2,079.50	\$57,824.30
Subtotal-SRPC matching funds	\$50,343.13	\$55,744.80	\$2,079.50	\$57,824.30
TOTAL	\$503,431.30	\$557,448.70	\$20,795.00	\$578,243.70

PERSONNEL COSTS	Fiscal Year 2018 - Actuals			Fiscal Year 2019 Remaining Funds/Budget		
	Hours	Budget (varies per hour)	% of Total	Hours	Budget (varies per hour)	% of Total
Category 100	970	\$ 71,123.42	15%	1111	\$ 83,523.34	16%
Category 200	2234	\$117,841.31	25%	2551	\$117,623.21	23%
Category 300	1143	\$ 55,429.34	11%	1348	\$ 63,806.98	11%
Category 400	3888	\$154,540.78	31%	4049	\$189,779.08	35%
Category 500	1653	\$ 82,904.48	18%	1570	\$ 76,944.08	15%
Personnel Totals	9888	\$481,839.32	100%	10628	\$531,676.68	100%

ANNUAL BUDGET	Fiscal Year 2018-Actuals	Fiscal Year 2019-Budget	UPWP FY 19 Contract Amendment	FY 19 Total Amended Budget
Annual Personnel Costs	\$481,839.32	\$531,676.68	0	\$531,676.68
Annual Non-Personnel Costs	\$21,591.98	\$25,772.02	\$20,795.00	\$ 46,567.02
Total	\$503,431.30	\$557,448.70	\$20,795.00	\$578,243.70

NON-PERSONNEL COSTS	Fiscal Year 2018-Actuals	Fiscal Year 2019-Budget	FY 19 UPWP Contract Amendment	FY 19 Total Amended Budget
Telephone	\$78.01	\$93.10		\$93.10
Travel	\$9,804.54	\$11,703.16		\$11,703.16
Postage	\$63.52	\$75.20		\$75.20
Professional Services	\$2,427.49	\$2,896.85	\$20,795.00	\$23,691.85
Seminars and Training	\$3,370.90	\$4,023.60		\$4,023.60
Supplies	\$43.50	\$52.52		\$52.52
Legal Notices	\$1,292.74	\$1,543.31		\$1,543.31
Software and Equipment	\$4,511.20	\$5,384.28		\$5,384.28
Other	\$0.00	\$0.00		\$0.00
Totals	\$21,591.98	\$25,772.02		\$46,567.02

ARTICLE I

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

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

F. DATE OF COMPLETION

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

ARTICLE II

ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY

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

A. **GENERAL FEE**

The cost of all work and expenses under this AGREEMENT shall not exceed \$1,081,675.00 in State Fiscal Years 2018 and 2019. Funding from two sources, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), will be combined into a consolidated Planning Grant (CPG). Of the \$1,081,675.00 fee, approximately 90% (\$973,507.50) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% (\$108,167.50) from the Strafford Regional Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$973,507.50 total amount).

B. **SALARY, BENEFITS AND INDIRECT COSTS**

As agreed to between the Department and the COMMISSION, the COMMISSION, is to provide the information on salaries of all employees at the beginning of the contract or when any changes occur during the contract period.

The rates of all personnel working on the project shall be provided to the DEPARTMENT at the beginning of the STATE fiscal year. Any salary increase as a result of salary adjustments of existing personnel or new hire during the contract period shall be reported to the DEPARTMENT within thirty (30) days.

All actual salaries and reasonable increases thereof paid to technical or other employees assigned to this project shall be the result of a commission-wide evaluation of all employees and shall not be restricted to employees assigned to this project. Any overtime required for this project shall have the prior written approval of the DEPARTMENT.

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

ARTICLE II

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

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

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

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

C. DIRECT EXPENSES

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

ARTICLE II

D. FIXED FEE

Blank

E. PAYMENTS

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

F. RECORDS - REPORTS

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

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

ARTICLE III - 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 at the Rochester Community Center, 150 Wakefield Street, Suite 12, Rochester, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

ARTICLE IV

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

ARTICLE IV

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

ARTICLE IV

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Status of the COMMISSION

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

ARTICLE IV

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

ARTICLE IV

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

ARTICLE IV

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

- (1) programs of the DEPARTMENT such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT:
- (2) Nondiscrimination: The COMMISSION with regard to the work performed by it during the AGREEMENT shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The COMMISSION shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of

ARTICLE IV

the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the COMMISSION for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the COMMISSION of the COMMISSION'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The COMMISSION shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the FHWA to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a COMMISSION is in the exclusive possession of another who fails or refuses to furnish this information, the COMMISSION shall so certify to the DEPARTMENT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the COMMISSION'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the COMMISSION under the AGREEMENT until the COMMISSION complies; and/or

(b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

ARTICLE IV

- (6) The COMMISSION shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event a COMMISSION becomes involved in, or is threatened with litigation with a subconsultant or supplier as a result of such direction, the COMMISSION may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and in addition, the COMMISSION may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and, Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any sub-agreements hereunder.
- (8) Incorporation of Provisions: The COMMISSION shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the COMMISSION should contact them regarding related compliance issues.

As defined in RSA 36 and described in Section J(1), Status of Consultant, of this Agreement, the CONSULTANT is a political subdivision of the STATE and, therefore, in accordance with 41 CFR Part 60-1.5(a)(4), any subdivision of the State is exempt from the requirement of filing the annual compliance reports provided for by 41 CFR Part 60-1.7(a)(1).

ARTICLE IV

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any sub-agreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 applies to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its COMMISSIONS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its COMMISSIONS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its COMMISSIONS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The COMMISSION is hereby advised that failure of the COMMISSION, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

**CERTIFICATION 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 _____, has not X developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has _____, has not X, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has _____, has not X, filed with the Joint Reporting Committee, the Deputy Assistant Secretary for Federal Contract Compliance, United States Department of Labor or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

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

Date: 12/6/18

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: March, 2015) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

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

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

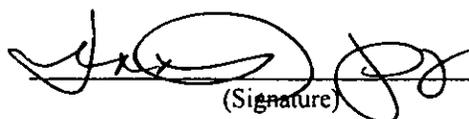
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving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

except as here expressly stated (if any):

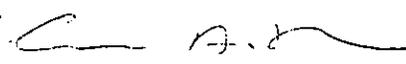
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative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

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

12/6/18
(Date)


(Signature)

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



(SEAL)

Consultant

CATHERINE A. DORFMAN, Notary Public
My Commission Expires November 16, 2021

CONSULTANT

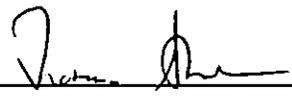
Dated: 12/6/18

By: 
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

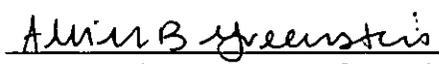
Dated: 1/2/19

By: 
Commissioner, NHDOT

Attorney General

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

Dated: 1/29/19

By: 
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

CERTIFICATE OF VOTE

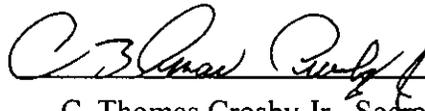
I, C. Thomas Crosby, Jr., Secretary/Treasurer of the Strafford Regional Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary/Treasurer;
- (2) at the meeting held on April 20, 2018 the Strafford Regional Planning Commission voted to authorize the executive director or acting executive director to sign & execute any contracts for SRPC as of April 25, 2018;
- (3) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) the following person(s) have been appointed to and now occupy the office indicated in (2) above: Executive Director

Jennifer Czysz

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the Strafford Regional Planning Commission,

this 6th day of December, 2018.



C. Thomas Crosby Jr., Secretary/Treasurer

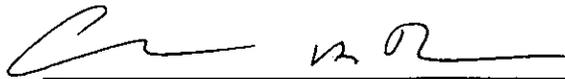
STATE OF NEW HAMPSHIRE
County of Strafford

On this the 6th day of December, 2018, before me

Catherine Anne Dorfman the undersigned officer, personally appeared

C. Thomas Crosby, Jr., who acknowledged him/herself to be the Secretary/Treasurer of the Strafford Regional Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Notary Public

Commission Expiration Date:
(Seal)

CATHERINE A. DORFMAN, Notary Public
My Commission Expires November 16, 2021



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: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624									
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits: NH Statutory Limits May Apply								
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$ 1,000,000</td></tr> <tr><td>General Aggregate</td><td>\$ 2,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td></td></tr> <tr><td>Med Exp (Any one person)</td><td></td></tr> </table>	Each Occurrence	\$ 1,000,000	General Aggregate	\$ 2,000,000	Fire Damage (Any one fire)		Med Exp (Any one person)	
Each Occurrence	\$ 1,000,000											
General Aggregate	\$ 2,000,000											
Fire Damage (Any one fire)												
Med Exp (Any one person)												
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2018	7/1/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td>Included in the above</td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)	Included in the above	Aggregate					
Combined Single Limit (Each Accident)	Included in the above											
Aggregate												
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Statutory</td><td></td></tr> <tr><td>Each Accident</td><td></td></tr> <tr><td>Disease -- Each Employee</td><td></td></tr> <tr><td>Disease -- Policy Limit</td><td></td></tr> </table>	Statutory		Each Accident		Disease -- Each Employee		Disease -- Policy Limit	
Statutory												
Each Accident												
Disease -- Each Employee												
Disease -- Policy Limit												
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)								

Description: With regards to grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely 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.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ - NH Public Risk Management Exchange
New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301					By: <i>Tammy Denver</i>
					Date: 12/17/2018 tdenver@nhprimex.org
					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	Member Number: 562	Company Affording Coverage: 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 If Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018 1/1/2019	1/1/2019 1/1/2020	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease – Each Employee \$2,000,000 Disease – Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)
Description: Proof of Primex Member coverage only.			

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301			By: <i>Tammy Deser</i>
			Date: 12/3/2018 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

NON-DISCRIMINATION ASSURANCES

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

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

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

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

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

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

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

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

Signature  Date: 12/6/18

Name/Title Jennifer Czysz, 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.



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Let
Beaman

William Cass, P.E.
Assistant Commissioner

Bureau of Planning and Community Assistance
May 4, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Strafford Regional Planning Commission (Vendor #155570), Rochester, NH, in the amount of \$954,792 to undertake certain transportation related planning activities from July 1, 2017, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2019. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2018 and FY 2019 as follows:

	<u>FY 2018</u>	<u>FY 2019</u>	<u>TOTAL</u>
04-096-096-962515-2944 SPR Planning Funds			
072-500575 Grants to Non-Profits-Federal	\$477,396	\$477,396	\$954,792

EXPLANATION

The Strafford Regional Planning Commission, a designated Metropolitan Planning Organization (MPO), contains the Urbanized Area communities of Dover and Rochester as well as surrounding towns in the southeastern region of the state. The Moving Ahead for Progress in the 21st Century (MAP-21), provides planning and transit funds for each Regional Planning Commission. Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the Strafford Regional Planning Commission has developed procedures for addressing transportation planning issues.

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

This contract comprises the biennium Unified Planning Work Plan (UPWP) for State Fiscal Years 2018 and 2019. As part of this program, Strafford Regional Planning Commission will provide transportation planning and programming to support state, regional, and local needs. The Strafford Regional Planning Commission will focus on eight planning factors as follows:

- 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 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, people and freight
- 7) Promote efficient system management and operation
- 8) Emphasize the preservation of the existing transportation system

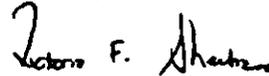
These planning factors are identified in the Moving Ahead for Progress in the 21st Century (MAP-21) transportation bill. Additionally, Strafford Regional Planning Commission will address the New Hampshire Federal Highway Administration and Federal Transit Administration Planning Emphasis Areas (PEAs), which include MAP-21 implementation of performance based planning and programming, regional planning cooperation and ladders of opportunities for access to essential services and identification of connectivity gaps.

The Strafford Regional Planning Commission can accomplish this work for a total fee not to exceed \$1,060,880.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion \$954,792.00 is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional \$106,088.00 in local funds (collected by Strafford 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,



Victoria F. Sheehan
Commissioner

Attachments

BUREAU OF PLANNING & COMMUNITY ASSISTANCE
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ARTICLE I

STRAFFORD REGIONAL
PLANNING COMMISSION
FED. NO.: X-A004(619)
STATE NO. 41375A

BUREAU OF PLANNING & COMMUNITY ASSISTANCE CONTRACT
FOR PLANNING SERVICES

PREAMBLE

THIS AGREEMENT made by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and the Strafford Regional Planning Commission, with principal place of business at Rochester Community Center, 150 Wakefield Street, Suite 12 in the City of Rochester, 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 jurisdictions of the Strafford Regional Planning Commission.

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

ACTICLE 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 Strafford 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 Strafford 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 Federal Highway Administration (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.

ARTICLE I

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

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

F. DATE OF COMPLETION

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

ARTICLE II

ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY

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

A. GENERAL FEE

The cost of all work and expenses under this AGREEMENT shall not exceed \$1,060,880.00 in State Fiscal Years 2018 and 2019. Funding from two sources, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), will be combined into a consolidated Planning Grant (CPG). Of the \$1,060,880.00 fee, approximately 90% (\$954,792.00) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% (\$106,088.00) from the Strafford Regional Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$954,792.00 total amount).

B. SALARY, BENEFITS AND INDIRECT COSTS

As agreed to between the Department and the COMMISSION, the COMMISSION, is to provide the information on salaries of all employees at the beginning of the contract or when any changes occur during the contract period.

The rates of all personnel working on the project shall be provided to the DEPARTMENT at the beginning of the STATE fiscal year. Any salary increase as a result of salary adjustments of existing personnel or new hire during the contract period shall be reported to the DEPARTMENT within thirty (30) days.

All actual salaries and reasonable increases thereof paid to technical or other employees assigned to this project shall be the result of a commission-wide evaluation of all employees and shall not be restricted to employees assigned to this project. Any overtime required for this project shall have the prior written approval of the DEPARTMENT.

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

ARTICLE II

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

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

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

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

C. DIRECT EXPENSES

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

ARTICLE II

D. FIXED FEE

Blank

E. PAYMENTS

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

F. RECORDS - REPORTS

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

Blank

B. CONTRACT PROPOSALS

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 at the Rochester Community Center, 150 Wakefield Street, Suite 12, Rochester, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

ARTICLE IV

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

ARTICLE IV

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

ARTICLE IV

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Status of the COMMISSION

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

ARTICLE IV

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

ARTICLE IV

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

ARTICLE IV

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

- (1) programs of the DEPARTMENT such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The COMMISSION with regard to the work performed by it during the AGREEMENT shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The COMMISSION shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of

ARTICLE IV

the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the COMMISSION for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the COMMISSION of the COMMISSION'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The COMMISSION shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the FHWA to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a COMMISSION is in the exclusive possession of another who fails or refuses to furnish this information, the COMMISSION shall so certify to the DEPARTMENT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the COMMISSION'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the COMMISSION under the AGREEMENT until the COMMISSION complies; and/or

(b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

ARTICLE IV

- (6) The COMMISSION shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event a COMMISSION becomes involved in, or is threatened with litigation with a subconsultant or supplier as a result of such direction, the COMMISSION may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and in addition, the COMMISSION may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and, Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any sub-agreements hereunder.
- (8) Incorporation of Provisions: The COMMISSION shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the COMMISSION should contact them regarding related compliance issues.

As defined in RSA 36 and described in Section J(1), Status of Consultant, of this Agreement, the CONSULTANT is a political subdivision of the STATE and, therefore, in accordance with 41 CFR Part 60-1.5(a)(4), any subdivision of the State is exempt from the requirement of filing the annual compliance reports provided for by 41 CFR Part 60-1.7(a)(1).

ARTICLE IV

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any sub-agreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 applies to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its COMMISSIONs agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its COMMISSIONs shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its COMMISSIONs shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The COMMISSION is hereby advised that failure of the COMMISSION, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

**CERTIFICATION 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 _____, has not X developed NOR _____ and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has _____, has not X, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has _____, has not X, filed with the Joint Reporting Committee, the Deputy Assistant Secretary for Federal Contract Compliance, United States Department of Labor or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

Stearns Regional Planning Commission
(Company)
By: Cherie Copeland
Executive Director
(Title)

Date: 4/11/17

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: March, 2015) **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 Stafford 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:

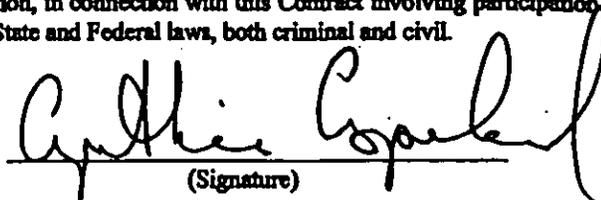
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving 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.

4/11/17
(Date)


(Signature)

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on
the day and year first above written. ELAINE W. CRAIGIE, Notary Public
My Commission Expires February 6, 2018 (SEAL)

4-11-17 Elaine Craigie

Consultant

CONSULTANT

Dated: 4/11/17

By:

Cynthia Copeland
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

Dated: 5/3/17

By:

[Signature]
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: 6/5/17

By:

[Signature]
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

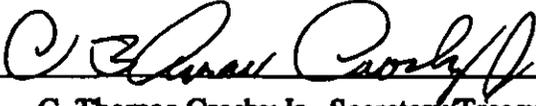
CERTIFICATE

I, C. Thomas Crosby, Jr., Secretary/Treasurer of the Strafford Regional Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary/Treasurer ;
- (2) at the meeting held on August 3, 1999, the Strafford Regional Planning Commission voted to authorize the Executive Director to sign & execute any contracts for SRPC;
- (3) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated in (2) above: Cynthia Copeland

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the Strafford Regional Planning Commission,

this 11th day of April, 2017.


 C. Thomas Crosby Jr., Secretary/Treasurer

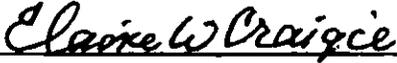
STATE OF NEW HAMPSHIRE
County of Strafford

On this the 11th day of April, 2017, before me

Elaine W. Craigie the undersigned officer, personally appeared

C. Thomas Crosby, Jr., who acknowledged him/herself to be the Secretary/Treasurer of the Strafford Regional Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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


 Notary Public

Commission Expiration Date:
(Seal)

ELAINE W. CRAIGIE, Notary Public
My Commission Expires February 6, 2018



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) 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 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 is entitled to the categories of coverage set forth below. In addition, Primex 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, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex 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. 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: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2017	7/1/2018	Each Occurrence	\$ 1,000,000
	Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	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: In regards to grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely 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.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party		Loss Payee	Primex - NH Public Risk Management Exchange
					By: <i>Tanya Davis</i>
New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301					Date: 4/17/2017 tdenver@nhprimex.org
					Please direct inquiries to: Primex Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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NON-DISCRIMINATION ASSURANCES

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

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

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

The AGENCY TITLE, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age, disability, or religion in consideration for an award.
3. That the RECIPIENT shall insert the clauses of Appendix A of this assurance in every contract subject to this ACT and the REGULATIONS.
4. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the RECIPIENT or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the RECIPIENT retains ownership or possession of the property.
5. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the RECIPIENT or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the RECIPIENT retains ownership or possession of the property.

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

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

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

Signature Cynthia Copeland Date: 4/11/17

Name/Title Cynthia Copeland, 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.