THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

28

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Planning & Community Assistance
April 16, 2025

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Southern NH Planning Commission (Vendor #154521), Manchester, NH, in the amount of $2,180,038 to undertake certain transportation related planning activities from July 1, 2025, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2027. 100% Federal Funds.

Funds are anticipated to be available in Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget(s), with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

04-096-096-962515-2944	FY 2026	FY 2027
SPR Planning Funds		
072-500574 Grants To Local Gov's-Federal	$1,090,019	$1,090,019

EXPLANATION

The Southern NH Planning Commission is a designated Metropolitan Planning Organization (MPO) which covers the City of Manchester and surrounding communities. The Investing in Infrastructure & Jobs Act (IIJA) provides planning and transit funds for each Regional Planning Commission (RPC). Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the Southern NH Planning Commission has developed procedures for addressing transportation planning issues.

The Southern NH 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 2026 and 2027 As part of this program, the Southern NH Planning Commission will provide transportation planning and programming services and products to support state, regional, and local needs. The Southern NH Planning Commission will focus on ten 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,
9) Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10) Enhance travel and tourism.

These planning factors are identified in the Investing in Infrastructure & Jobs Act (IIJA). Additionally, the Southern NH Planning Commission will address the New Hampshire Federal Highway Administration and Federal Transit Administration requirements, which include 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 Southern NH Planning Commission can accomplish this work for a total fee not to exceed $2,430,438. The funding to be used is from Federal Highway Administration (FHWA) Planning funds and local funds. The Federal portion $2,180,038 is Federal Aid (involving Metropolitan Planning (PL), Statewide Planning & Research (SPR) funds) and Consolidated Planning Grant funds with additional $250,400 from local funds (collected by the Southern NH Planning Commission to be applied towards total cost).

The funding is 80% Federal Funds with 10% state match and 10% local match and funding. Turnpike toll credits are being utilized for match requirement, effectively using 90% Federal Funds. The use of Turnpike Toll Credits for this contract will be presented for review and approval by the Capital Project Overview Committee on June 30, 2025, or sooner.

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,

William J. Cass, P.E.
Commissioner

WJC/WR/lbw
Attachments

SOUTHERN NH
PLANNING COMMISSION
FED. NO.: X-A005(655)
STATE NO.: 45053

BUREAU OF PLANNING & COMMUNITY ASSISTANCE
TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED 2
- A. LOCATION AND DESCRIPTION OF PROJECT 2
- B. SCOPE OF WORK 2
- C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION 2
- D. WORK SCHEDULE AND PROGRESS REPORTS 2-3
- E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS 3
- F. DATE OF COMPLETION 3

ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY 4
- A. GENERAL FEE 4
- B. SALARY, BENEFITS AND INDIRECT COSTS 4-5
- C. DIRECT EXPENSES 5-6
- D. FIXED FEE 6
- E. PAYMENTS 6
- F. RECORDS - REPORTS 6

ARTICLE III - GENERAL PROVISIONS 7
- A. HEARINGS, ETC. 7
- B. CONTRACT PROPOSALS 7

ARTICLE IV - STANDARD PROVISIONS 8
- A. STANDARD SPECIFICATIONS 8
- B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS 8
- C. EXTENT OF CONTRACT 8
  - 1. Contingent Nature of AGREEMENT 8
  - 2. Termination 8
- D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS 9
- E. ADDITIONAL SERVICES 10
- F. OWNERSHIP OF PLANS 10
- G. SUBLETTING 10-11
- H. GENERAL COMPLIANCE WITH LAWS, ETC. 11
- I. BROKERAGE 11
- J. CONTRACTUAL RELATIONS 11
  - 1. Status of the COMMISSION 11
  - 2. Claims and Indemnification 12
  - 3. Insurance 12-13
  - 4. No Third-Party Rights 13
  - 5. Construction of AGREEMENT 14

K. AGREEMENT MODIFICATION 14
L. EXTENSION OF COMPLETION DATE(S) 14
M. TITLE VI (NONDISCRIMINATION OF FEDERALLY ASSISTED PROGRAMS) COMPLIANCE 14-15-16
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS 17
1. Policy. 17
2. Disadvantaged Business Enterprise (DBE) Obligation 17
3. Sanctions for Non-Compliance. 17

ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CERTIFICATION OF COMMISSION/SUBCONSULTANT
3. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
4. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS
5. SEAL-AND-SIGNATURE PAGE
6. CERTIFICATE OF VOTE
7. CERTIFICATE OF PUBLIC GOOD WAIVER
8. INSURANCE CERTIFICATES
9. NONDISCRIMINATION ASSURANCE
10. FEDERAL REGULATIONS COMPLIANCE ASSURANCE

ACTICLE I

SOUTHERN NH
PLANNING COMMISSION
FED. NO.: X-A005(366)
STATE NO.: 44247

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 Southern NH Planning Commission, with principal place of business at 438 Dubuque Street, in the City of Manchester, 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 Southern NH Planning Commission.

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

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 Southern NH 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 Southern NH 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.

UNIFIED PLANNING WORK PROGRAM

FY 2026 AND FY 2027

PREPARED BY THE SOUTHERN NEW HAMPSHIRE PLANNING COMMISSION

APRIL 2025

438 Dubuque Street, Manchester, NH 03102
(603) 669-4664 (Phone) (603) 669-4350 (Fax)
www.snhpc.org

The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(b)(6)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

TABLE OF CONTENTS

INTRODUCTION **1**
Exhibit 1- Southern New Hampshire Planning Commission Region 1
Exhibit 2- SNHPC UPWP Linkages with Federal Metropolitan Planning Factors 2
Exhibit 3- SNHPC UPWP Linkages with National Performance Management Goals 3

100 ADMINISTRATION AND TRAINING **5**
101 Invoices and Accounting 5
102 Program Administration 5
103 Training 6
104 ICR Adjustments 7

200 POLICY AND PLANNING **8**
201 Ten-Year Plan 8
202 Planning & Environmental Linkages 8
203 Transportation Planners Collaborative 9
204 Interagency Consultation 10
205 Transportation Improvement Program 10
206 Congestion Management Process 11
207 Intelligent Transportation Systems 11
208 Metropolitan Transportation Plan 12
209 Transportation Air Quality Conformity 13
210 State Long-Range Transportation Plan 14
211 Complete Streets Planning 14

300 PUBLIC INVOLVEMENT AND COORDINATION **16**
301 Technical Advisory Committee 16
302 Planning Commission/Committee Meetings 16
303 Public Involvement Plan 17
304 Public Outreach 18
305 MPO Policy Committee 18

400 PLAN SUPPORT **20**
401 Traffic Counts 20
402 SADES Data Collection 21
403 Geographic Information System 21
404 Demographics 22
405 Equipment 22
406 Transportation Model 23
407 Memberships, Subscriptions, and Professional Costs 24

500 TECHNICAL ASSISTANCE AND SUPPORT **25**
501 Local/Regional Assistance 25
502 Statewide Assistance 26
503 Local Public Agency Program Support 27
504 Special Projects 28
504.50 Auburn RSMS (Special Project) 28
505 Regional Coordinating Councils 29
506 Transit Assistance 30

APPENDIX A - UPWP FINANCIAL SUMMARY **32**

APPENDIX B - UPWP SCHEDULE **33**

APPENDIX C- OTHER FEDERALLY-FUNDED OR REGIONALLY-SIGNIFICANT PLANNING PROJECTS **34**

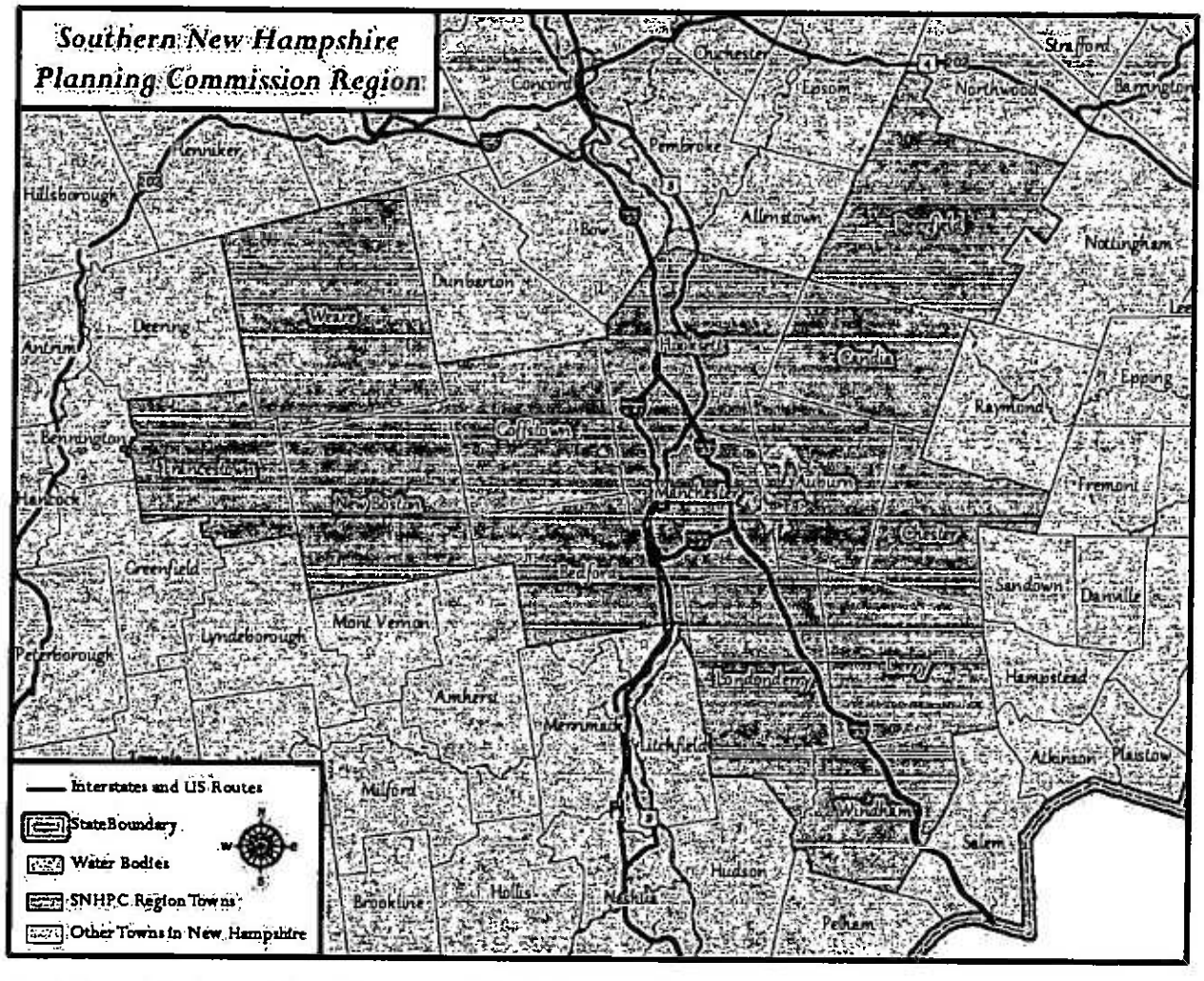
C-1 Region 8 Coordinating Council - FY 2026-2027 Section 5310 Lead Agency 34

INTRODUCTION

The Southern New Hampshire Planning Commission (SNHPC) is one of nine Regional Planning Commissions in New Hampshire established under NH RSA Chapter 36 and is the designated Metropolitan Planning Organization (MPO) serving 14 municipalities in the greater Manchester, New Hampshire Urbanized Area (UZA).

The FY 2026 - FY 2027 Unified Planning Work Program (UPWP) for the SNHPC metropolitan planning area has been developed to meet the requirements of the Infrastructure Investment and Jobs Act (IIJA) and the metropolitan transportation planning regulations codified in 23 CFR 450. This UPWP includes the description of all transportation planning activities that will be performed by the SNHPC during the fiscal years beginning July 1, 2025 and ending June 30, 2027 (i.e. State Fiscal Year 2026 and 2027). A map of the SNHPC region is shown in **Exhibit 1** below.

Exhibit 1- Southern New Hampshire Planning Commission Region



Note: Portions of the towns of Bow, Allenstown, and Pembroke are included in the Manchester, NH urbanized area. The SNHPC's Metropolitan Planning Area (MPA) boundary includes these areas. Under a Memorandum of Understanding with the Central NH Regional Planning Commission, the towns of Bow, Allenstown, and Pembroke are designated as voting members of the SNHPC MPO to ensure that they are afforded the opportunity to fully participate in all aspects of the SNHPC's metropolitan planning process.

This UPWP is a consolidated planning work program supported by FHWA Metropolitan Planning (PL) funds, FTA Section 5303 Metropolitan Planning funds, and FHWA State Planning and Research (SPR) funds. Federal funding supporting this UPWP is matched by a combination of turnpike toll credits administered by the New Hampshire Department of Transportation (NHDOT) and matching funds provided by the SNHPC. The planning activities outlined in this UPWP have been designed to meet the local needs of the SNHPC region's municipalities and ensure consistency with the ten federally-designated metropolitan planning factors designated in 23 CFR 450.306 as detailed in **Exhibit 2** below.

Exhibit 2- SNHPC UPWP Linkages with Federal Metropolitan Planning Factors

[23 CFR 450.306]

	Planning Factor (23 CFR 450.306)	Relevant SNHPC UPWP Task(s)
1	Support the economic vitality of the United States, the States, metropolitan areas, and nonmetropolitan areas, especially by enabling global competitiveness, productivity, and efficiency.	Task 501 (Local Assistance) Task 502 (Statewide Assistance)
2	Increase the safety of the transportation system for motorized and non-motorized users.	Task 205 (TIP) Task 208 (MTP) Task 211 (Complete Streets Planning) Task 501 (Local Assistance)
3	Increase the security of the transportation system for motorized and non-motorized users.	Task 207 (ITS) Task 211 (Bicycle/Ped Planning) Task 501 (Local Assistance) Task 502 (Statewide Assistance) Task 503 (LPA Program Support)
4	Increase accessibility and mobility of people and freight.	Task 205 (TIP) Task 206 (CMP) Task 208 (MTP) Task 211 (Complete Streets Planning) Task 501 (Local Assistance)
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.	Task 202 (PEL) Task 204 (IAC) Task 208 (MTP) Task 209 (AQ Conformity)
6	Enhance the integration and connectivity of the transportation system, across and between modes throughout the State, for people and freight.	Task 203 (TPC) Task 211 (Complete Streets Planning) Task 501 (Local Assistance) Task 503 (LPA) Task 505 (RCC) Task 506 (Transit Assistance)
7	Promote efficient system management and operation.	Task 201 (Ten-Year Plan) Task 205 (TIP) Task 206 (CMP) Task 207 (ITS) Task 506 (Transit Assistance)
8	Emphasize the preservation of the existing transportation system.	Task 201 (Ten-Year Plan) Task 205 (TIP) Task 208 (MTP)
9	Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	Task 202 (PEL) Task 402 (SADES)
10	Enhance travel and tourism.	Task 501 (Local Assistance) Task 502 (Statewide Assistance)

The planning activities outlined in this UPWP have also been designed to the national performance management for the Federal-aid highway system designated in 23 USC 150(b) as detailed in **Exhibit 3** below.

Exhibit 3- SNHPC UPWP Linkages with National Performance Management Goals
[23 USC 150(b)]

	National Performance Goal [23 USC 150(b)]	Relevant SNHPC UPWP Task(s)
1	*SAFETY* - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.	Task 205 (TIP) Task 208 (MTP) Task 211 (Complete Streets Planning) Task 501 (Local Assistance)
2	*INFRASTRUCTURE CONDITION* - To maintain the highway infrastructure asset system in a state of good repair.	Task 201 (Ten-Year Plan) Task 205 (TIP) Task 208 (MTP)
3	*CONGESTION REDUCTION* - To achieve a significant reduction in congestion on the National Highway System.	Task 201 (Ten-Year Plan) Task 205 (TIP) Task 206 (CMP) Task 207 (ITS) Task 506 (Transit Assistance)
4	*SYSTEM RELIABILITY* - To improve the efficiency of the surface transportation system.	Task 201 (Ten-Year Plan) Task 205 (TIP) Task 206 (CMP) Task 207 (ITS) Task 506 (Transit Assistance)
5	*FREIGHT MOVEMENT AND ECONOMIC VITALITY* - To improve the National Highway Freight Network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.	Task 205 (TIP) Task 206 (CMP) Task 208 (MTP) Task 501 (Local Assistance) Task 502 (Statewide Assistance)
6	*ENVIRONMENTAL SUSTAINABILITY* - To enhance the performance of the transportation system while protecting and enhancing the natural environment.	Task 202 (PEL) Task 208 (MTP) Task 402 (SADES)
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.	Task 201 (Ten-Year Plan) Task 202 (PEL) Task 205 (TIP) Task 501 (Local Assistance) Task 502 (Statewide Assistance) Task 503 (LPA Program Support)

Section 11206(b) of the IIJA requires that MPOs utilize at least 2.5% of PL funds on specified Complete Streets-related planning activities. Task 211 of this UPWP details the Complete Streets-related planning activities that the SNHPC will undertake during the FY 2026-2027 period. As detailed in the financial summary of this UPWP in **Appendix A** of this document, the amount of funding committed to these activities exceeds 2.5%.

Additionally, 23 USC 134 (as amended by the IIJA) requires the metropolitan transportation planning process to incorporate specified housing-related considerations. These activities have been included in Task 208 of this UPWP.

The format of this UPWP groups each of the program's tasks and activities into one of the following five categories:

Category 100 - Administration and Training
Category 200 - Policy and Planning
Category 300 - Public Involvement and Coordination
Category 400 - Plan Support
Category 500 - Technical Assistance and Support

Unless otherwise noted, all tasks will be completed by SNHPC staff under the supervision of the SNHPC's Executive Director and Deputy Executive Director. Program tasks include a description that details the proposed activities and expected work products.

Addressing any corrective actions or recommendations from the pending FHWA/FTA MPO Review report for the SNHPC would occur within the applicable tasks of this UPWP (e.g. addressing TIP recommendations or corrective actions would occur under Task 205, addressing MTP recommendations or corrective actions would occur under Task 208, addressing Civil Rights related recommendations or corrective actions would occur under Task 303, etc.).

100 ADMINISTRATION AND TRAINING

The purpose of this category is to provide management and support services including bookkeeping and contract development that are necessary for the effective administration of the Unified Planning Work Program. Staff training, also included in this category, is essential to providing high quality transportation planning services to member communities and partner agencies.

101 Invoices and Accounting

This task includes all activities related to financial accounting and reporting for the Unified Planning Work Program.

FY 2026-FY 2027

Proposed Activities:

- Preparing and submitting UPWP Requests for Reimbursement.
- Preparing and submitting UPWP Budget Amendment requests.

Products:

- Completed timesheets (52 per year), progress reports (12 per year), and invoices (12 per year).

Total Task 101 Budget:

- $90,000

102 Program Administration

This task includes all activities related to the general administration of the UPWP to ensure compliance with federal and state regulations.

FY 2026-FY 2027

Proposed Activities:

- Supervising transportation planning staff, conducting staff meetings to internally coordinate the completion of UPWP tasks, monitoring work assignments, reviewing UPWP-related deliverables prior to publication, and conducting annual performance reviews for transportation planning staff.
- Preparing and submitting any required revisions or amendments to the approved UPWP.
- Completing follow-up items from the SNHPC's quadrennial FHWA/FTA MPO Review.
- Preparing for and participating in a mid-term review meeting to discuss progress on UPWP-related tasks and deliverables with State and Federal partner agencies.
- Preparing and adopting any pertinent updates to the SNHPC MPO Prospectus.
- Preparing and submitting the UPWP performance report.
- Preparing and submitting the FY 2028 – FY 2029 UPWP.

Products:

- Completed UPWP revisions (as necessary), amendments (as necessary), and annual performance reports (one per year). Documentation of planning and related program reviews (as necessary).
- Completed transportation staff meetings to coordinate UPWP tasks, monitor work assignments, and review UPWP-related deliverables prior to publication (52 per year).
- Completed FY 2028 – FY 2029 UPWP.

Total Task 102 Budget:

- $110,000

103 Training

This task includes all activities related to the development and enhancement of staff transportation planning abilities, including GIS analysis, travel demand modeling, and other technical training related to transportation planning and project development. These activities are designed to ensure that SNHPC staff has access to up-to-date information and techniques required for the development and maintenance of an effective metropolitan planning process.

All expenditures on training initiatives will occur in accordance with the following guidance: 1) Guidance on Use of FHWA Planning and Research Funds for Travel and Training, January 29, 2004 (updated 4/3/2017); and 2) Guidance on Use of FHWA Planning & Research Funds for Conferences and Other Meetings, December 8, 2006 (Revised 12/26/2014).

FY 2026-FY 2027

Proposed Activities:

Participating in webinars, conferences, workshops, and other activities related to subject matter relevant to the metropolitan transportation planning process. Only conferences or training events with a transportation planning "track" or documentable transportation planning content shall be eligible for UPWP participation. Such training activities may include, but are not limited to, the following as resources permit.

- The Annual Conference of the American Planning Association (APA).
- The Annual Conference of the Northern New England Chapter of the American Planning Association (NNECAPA).
- The Annual Conference of the Association of Metropolitan Planning Organizations (AMPO).
- The Annual Conference of the National Association of Regional Councils (NARC).
- The Annual Conference of the National Association of City Transportation Officials (NACTO).
- The Northeast Passenger Transportation Association (NEPTA) Conference.
- The National Travel Monitoring Exposition and Conference (NATMEC).
- The Tri-State Transit Conference.
- Webinars, conferences, workshops, or other training activities on transportation planning-related topics organized by the following agencies: NHDOT, NHDES, FHWA, FTA, National Highway Institute, National Transit Institute, Transportation Research Board, Institute of Transportation Engineers, University of New Hampshire Technology Transfer Center, Association of Metropolitan Planning Organizations (AMPO), National Association of Regional Councils

(NARC), National Association of City Transportation Officials (NACTO), National Scenic Byway Foundation (NSBF), and Community Transportation Association of America (CTAA).
  - Other pertinent transportation-related training sessions as approved by the NHDOT Bureau of Planning and Community Assistance.

Products:

- Documentation of training agendas, minutes, and other relevant training materials (as available funding allows).

Total Task 103 Budget:

- $45,000

104 ICR Adjustments

This task is intentionally vacant.

200 POLICY AND PLANNING

The purpose of this category is to ensure that transportation plans and policies are reviewed and updated to reflect regional goals and address evolving local concerns. This category includes assisting communities with connecting transportation and land use policies in local planning efforts in support of federal and statewide transportation goals.

201 Ten-Year Plan

This task includes all activities related to the biennial development of the Ten-Year Transportation Improvement Plan (TYP), including assistance to member communities in identifying potential projects. Staff will participate in activities related to the development of the FY 2027 – FY 2036 TYP and FY 2029-FY 2038 TYP during this UPWP period.

FY 2026-FY 2027

Proposed Activities:

- Providing assistance to member communities and partner agencies in identifying and scoping potential Ten-Year Transportation Improvement Plan projects.
- Facilitating the regional process to evaluate and prioritize Ten-Year Transportation Improvement Plan projects in conjunction with the SNHPC TAC and MPO Policy Committee.
- Participating in Governor's Advisory Commission on Intermodal Transportation (GACIT) hearings on the Ten-Year Transportation Improvement Plan.
- Continuing to coordinate with the NHDOT, FHWA, and other MPOs/RPCs to improve the integration of New Hampshire's respective transportation planning processes (e.g. TIP, STIP, and Ten-Year Plan).

Products:

- Documentation of the SNHPC Ten-Year Transportation Improvement Plan project solicitation, evaluation, and prioritization process (once every two years).
- Program of prioritized FY 2027 – FY 2036 and FY 2029- FY 2038 Ten-Year Transportation Improvement Plan projects for the SNHPC region.
- Documentation of GACIT agendas, minutes, and other relevant meeting materials including TYP-related public hearing presentations prepared and delivered by the SNHPC (number of meetings dependent on GACIT hearing schedule).

Total Task 201 Budget:

- $55,000

202 Planning & Environmental Linkages

This task includes activities related to Planning and Environment Linkages (PEL). FHWA defines PEL as "*a valuable tool for creating efficiencies in the transportation project development process that supports agencies' efforts to accelerate project delivery. PEL represents a collaborative and integrated approach to*

transportation decision-making that considers benefits and impacts of proposed transportation system improvements to the environment, community, and economy during the transportation planning process to inform the environmental review process."

FY 2026-FY 2027

Proposed Activities:

- Providing assistance upon request to project sponsors for early NEPA coordination to streamline the project development process and reduce project delivery delays.

Products:

- Documentation of completed PEL-related technical assistance requests for project sponsors (as necessary).

Total Task 202 Budget:

- $10,000

203 Transportation Planners Collaborative

This task includes all activities related to participation in the New Hampshire Transportation Planners Collaborative (TPC) and committees thereof.

FY 2026-FY 2027

Proposed Activities:

- Participating in NH Transportation Planners Collaborative (TPC) meetings (or committees thereof) with transportation planning partner agencies on issues requiring statewide coordination.
- Preparing written reports or presentations relevant to TPC meeting agendas.
- Coordinating with the NHDOT, FHWA, and other MPOs/RPCs to improve the integration of New Hampshire's transportation planning processes (e.g. TIP, STIP, and Ten-Year Plan).

Products:

- Documentation of TPC (or TPC committee) agendas, minutes, and other relevant meeting materials including presentations prepared by the SNHPC (number of meetings as determined by NHDOT and the TPC Steering Committee).

Total Task 203 Budget:

- $3,940

204 Interagency Consultation

This sub-task includes all activities related to the Interagency Consultation process in association with NHDOT, FHWA, FTA, NHDES, EPA, other MPOs, and rural Regional Planning Commissions in the State of New Hampshire.

FY 2026-FY 2027

Proposed Activities:

- Participating in monthly Interagency Consultation meetings and/or conference calls to coordinate TIP amendments, TIP administrative modifications, and other project programming matters of statewide interest.
- Preparing written reports or presentations relevant to Interagency Consultation meeting agendas.

Products:

- Documentation of Interagency Consultation agendas, minutes, and other relevant meeting materials (approx. 12 meetings per year).

Total Task 204 Budget:

- $5,860

205 Transportation Improvement Program

This task includes activities related to the development, amendment, and modification of the SNHPC Transportation Improvement Program (TIP).

FY 2026-FY 2027

Proposed Activities:

- Developing and adopting the SNHPC TIP on an anticipated biennial cycle, including the FY 2027-FY 2030 TIP.
- Soliciting, prioritizing, selecting, and programming TIP projects utilizing the STBG funds sub-allocated to the Nashua UZA.
- Soliciting, prioritizing, and exercising project selection authority over non-NHS projects in the Nashua UZA.
- Coordinating, reviewing, and processing TIP amendments and TIP administrative modifications requested by the New Hampshire Department of Transportation, municipalities, or transit agencies pursuant to the Public Participation Process for the SNHPC Region.
- Developing and publishing the Annual List of Obligated Projects in the SNHPC Region.
- Coordinating with the NHDOT, FHWA, and other MPOs/RPCs to improve the integration of New Hampshire's transportation planning processes (e.g. TIP, STIP, and Ten-Year Plan).
- Coordinating with the other New Hampshire MPOs and the NHDOT to ensure consistent TIP procedures, including fiscal constraint analysis, across the four MPOs.

Products:

- Adopted FY 2027-2030 SNHPC Transportation Improvement Program.
- Approved FY 2025-2028 and FY 2027-2030 TIP amendments and TIP administrative modifications (approx. 3 amendments per calendar year and 24 administrative modifications during two-year UPWP period).
- Completion of Annual List of Obligated Projects in the SNHPC region for FY 2026 and FY 2027 (once per year).

Total Task 205 Budget:

- $75,000

206 Congestion Management Process

This task includes activities related to the development and maintenance of the SNHPC Congestion Management Process (CMP).

FY 2026-FY 2027

Proposed Activities:

- Continuing to update and implement the Congestion Management Process for the SNHPC Region, including the following:
    - Coordinating with the Nashua Regional Planning Commission to ensure that all CMP-related federal requirements for the TMA are comprehensively addressed.
    - Improving the integration of the CMP into the SNHPC Metropolitan Transportation Plan.
    - Tracking and reporting on congestion-related performance measures detailed in the SNHPC Congestion Management Process.
    - Updating the SNHPC Congestion Management Process to incorporate recommendations or best practices as recommended by State or Federal partner agencies.
    - Providing technical assistance to municipalities on congestion-related matters as requested.

Products:

- Completed amendments to the SNHPC CMP to continue integrating analyses from data collection, monitoring and evaluation activities, and recommendations from State or Federal partner agencies.

Total Task 206 Budget:

- $40,000

207 Intelligent Transportation Systems

This task includes activities related to the development and maintenance of the regional Intelligent Transportation System Architecture.

FY 2026-FY 2027

Proposed Activities:

- Coordinating with NHDOT and other New Hampshire MPOs on the execution of a Statewide MOU that designates the Statewide ITS Architecture, developed and maintained by the NHDOT, as the Regional ITS Architecture pursuant to 23 CFR 940.9.
- Participating in meetings of the Statewide ITS Steering Committee to assist with the implementation of the Statewide ITS Architecture.
- Proposing amendments to the Statewide ITS Architecture as may be necessary to reflect new and emerging ITS needs in the SNHPC Region.

Products:

- Documentation of Statewide ITS Steering Committee agendas, minutes, and other relevant meeting materials (number of meetings as determined by NHDOT).
- Proposed amendments to the Statewide ITS Architecture on an as needed basis to reflect current ITS practices and projects in the region.

Total Task 207 Budget:

- $7,500

208 Metropolitan Transportation Plan

This task includes activities related to the development, amendment, and modification of the SNHPC Metropolitan Transportation Plan. This task also includes the maintenance of the Transportation Chapter of the SNHPC Regional Comprehensive Plan.

FY 2026-FY 2027

Proposed Activities:

- Developing pertinent amendments and updates to the SNHPC Metropolitan Transportation Plan, with emphasis on the following items:
    - Evaluating and reporting of federally-required performance measures in the Metropolitan Transportation Plan through the SNHPC Regional System Performance Report.
    - Continuing to improve the integration of the SNHPC Congestion Management Process and SNHPC ITS Architecture into the Metropolitan Transportation Plan.
    - Enhancing the consideration of freight transportation and related projects into the SNHPC Metropolitan Transportation Plan.
    - Continuing to enhance and improve the transparency of the fiscal constraint analysis underlying the Metropolitan Transportation Plan.
    - Continuing to incorporate content and strategies related to regional Connected and Automated Vehicle (CAV), Transportation Network Company (TNC) and micro-mobility technology considerations into the Metropolitan Transportation Plan.

- Consulting with the NHDOT's Natural and Cultural Resources Committees on the environmental mitigation components of the SNHPC Metropolitan Transportation Plan to inform preliminary screening of alternatives.
- Continuing to incorporate the housing-related considerations required under the IIJA into the SNHPC metropolitan transportation planning process, including but not limited to:
    - Developing and incorporating provisions in the Metropolitan Transportation Plan for the consideration of projects and strategies that will promote consistency between transportation improvements and State and local housing patterns.
    - Adding affordable housing organizations to the list of stakeholders that the SNHPC is required to provide a reasonable opportunity to comment on the Metropolitan Transportation Plan.
    - Coordinating with the Nashua RPC, as the lead agency for the Nashua TMA, on any housing coordination plan that may be developed for the Nashua TMA area.
    - Incorporating the assumed distribution of population and housing in any optional scenarios that may be developed for consideration as part of the Metropolitan Transportation Plan.

- Evaluating and incorporating any necessary updates to the Transportation Chapter of the SNHPC Regional Comprehensive Plan.

Products:

- Completed updates/amendments to the SNHPC Metropolitan Transportation Plan, including the incorporation of housing-related considerations required under the IIJA.
- Updated Transportation Chapter of the SNHPC Regional Comprehensive Plan.

Total Task 208 Budget:

- $150,000

209 Transportation Air Quality Conformity

This task includes activities related to satisfying the federal transportation conformity requirements of the Clean Air Act. On July 20, 2013, all of New Hampshire became unclassifiable/attainment for the 2008 8-Hour Ozone National Ambient Air Quality Standard (NAAQS). On April 6, 2015, the 1997 8-Hour Ozone NAAQS was revoked for all purposes, including transportation conformity, thus alleviating the Boston-Manchester-Portsmouth (SE) NH area from having to demonstrate the conformity of transportation plans. However, due to a decision of the U.S. Court of Appeals for the District of Columbia Circuit (South Coast Air Quality Management District v. EPA), as of February 16, 2019, transportation conformity for the 1997 ozone NAAQS again applies in the Boston-Manchester-Portsmouth (SE) NH "Orphan Area." Therefore, the SNHPC is required to demonstrate conformity for the 1997 ozone NAAQS for any plans approved after February 16, 2019.

FY 2026-FY 2027

Proposed Activities:

- Collaborating with NHDES, NHDOT, and federal partner agencies to monitor air quality designations in the SNHPC region.

- Completing planning-level conformity determinations as necessary to support SNHPC metropolitan planning products.

Products:

- Documentation of meetings with NHDES, NHDOT, and federal partner agencies to monitor air quality designations in the SNHPC region (as needed).
- Completed planning-level conformity determinations as necessary to support SNHPC metropolitan planning products (as needed).

Total Task 209 Budget:

- $1,600

210 State Long-Range Transportation Plan

This task includes assisting the New Hampshire Department of Transportation in completing work related to the development of the statewide Long-Range Transportation Plan.

FY 2026-FY 2027

Proposed Activities:

- Provide technical assistance, upon request, to the New Hampshire Department of Transportation related to the development of the statewide Long-Range Transportation Plan.
- Participate in statewide meetings convened by the New Hampshire Department of Transportation related to the development of the statewide Long-Range Transportation Plan.

Products:

- Documentation of meetings and technical assistance provided to the New Hampshire Department of Transportation related to the development of the statewide Long-Range Transportation Plan.

Total Task 210 Budget:

- $4,900

211 Complete Streets Planning

This task includes activities related to the development of projects and plans for the implementation of complete streets, and support for regional and statewide complete streets initiatives. This task is intended to encompass the complete streets planning requirements specified under the IIJA.

FY 2026-FY 2027

Proposed Activities:

- Participating on the NHDOT Complete Streets Advisory Committee (CSAC) and its subcommittees.
- Continuing to provide technical assistance in support of local and regional bicycle/pedestrian organizations including, but not limited to, the Manchester Connects Committee, the Queen City Bicycle Collective, and other local rail trail or bicycle/pedestrian groups.
- Supporting and providing assistance in organizing Bike/Walk to Work Day and Bike Month activities in the SNHPC region to support regional transportation planning efforts.
- Providing technical assistance to SNHPC municipalities and partner agencies on the development and implementation of Complete Streets projects, and analyses of sidewalk and trail usage data.
- Continuing to incorporate the Complete Streets-related considerations detailed in the IIJA into the SNHPC metropolitan transportation planning process, including but not limited to:
    - Promoting a template Complete Streets policy for communities in the SNHPC region to consider adopting.
    - Supporting implementation of the regional Complete Streets Prioritization Plan which identifies regional Complete Streets projects to improve the safety, mobility, or accessibility of a street.

Products:

- Documentation of CSAC agendas, minutes, or other meeting materials (approx. 8 meetings per year).
- Documentation of Manchester Connects, Queen City Bicycle Collective, and other pertinent agendas, minutes, or meeting materials (approx. 15-20 meetings per year).
- Documentation of outreach materials for New Hampshire Bike/Walk to Work Day and Bike Month activities in the SNHPC region (one event per year).
- Documentation of any Complete Streets work sessions, pop-up events, or technical assistance related to local Complete Streets policies and projects, as requested by SNHPC municipalities

Total Task 211 Budget:

- $115,000

300 PUBLIC INVOLVEMENT AND COORDINATION

This purpose of this category is to provide effective public involvement in all phases of the development of transportation plans, policies, projects, and priorities. It includes informing the public about topical transportation planning policy developments, including Federal initiatives, and ensuring the coordination of municipal, regional, and statewide land use and transportation planning processes. The SNHPC recognizes the importance of public involvement in an integrated transportation and land use planning process and will make every effort to meaningfully engage the public in transportation decision making.

301 Technical Advisory Committee

This task includes all activities related to the administration and staffing of the SNHPC Technical Advisory Committee (TAC). The SNHPC TAC was established to advise the MPO staff and Policy Committee on the transportation issues and projects of concern to municipalities and partner agencies in the region. The primary responsibilities of the TAC include: 1) Providing input for the development of the Unified Planning Work Program and other related MPO documents; and 2) Providing technical review and making recommendations to the MPO Policy Committee related to the adoption of regional transportation planning products (e.g. TIP and MTP) developed by the MPO staff.

FY 2026-FY 2027

Proposed Activities:

- Preparing for and participating in monthly SNHPC Technical Advisory Committee meetings, including the distribution of meeting notices, agendas, staff reports, minutes, and presentations.
- Preparing for and participating in neighboring RPC Technical Advisory Committee meetings to coordinate on transportation-related matters of inter-regional significance.

Products:

- Documentation of SNHPC Technical Advisory Committee agendas, minutes, and other relevant meeting materials (approx. 12 meetings per year).

Total Task 301 Budget:

- $75,000

302 Planning Commission/Committee Meetings

This task includes all activities related to the engagement of the Southern New Hampshire Planning Commission and committees thereof in the metropolitan transportation planning process.

FY 2026-FY 2027

Proposed Activities:

- Preparing for and participating in monthly SNHPC Committee meetings regarding regional transportation issues, including the distribution of meeting notices, agendas, staff reports, minutes, and presentations.

Products:

- Documentation of agendas, minutes, and other relevant meeting materials for the SNHPC and SNHPC Committees (approx. 12 meetings per year).

Total Task 302 Budget:

- $15,000

303 Public Involvement Plan

This task includes all activities related to the development and maintenance of the SNHPC Public Participation Plan and Title VI Program to incorporate current practices, technological innovations and ensure full compliance with regulatory requirements.

FY 2026-FY 2027

Proposed Activities:

- Developing updates/amendments to the SNHPC Public Participation Plan to incorporate current practices and technological innovations, ensure full compliance with regulatory requirements, and address any recommendations from State or Federal partner agencies.
- Developing updates/amendments to the SNHPC Title VI Program to incorporate current practices and technological innovations, ensure full compliance with regulatory requirements, and address any recommendations from State or Federal partner agencies.
- Preparing and submitting annual Title VI Goals and Accomplishments reports to the NHDOT Office of Federal Compliance, and completing any identified action items from the Title VI Goals and Accomplishments reports.

Products:

- Completed updates/amendments to the Public Participation Plan for the SNHPC Region.
- Completed updates/amendments to the Title VI Policy for the SNHPC Region.
- Completed (annual) Title VI Goals and Accomplishments reports.
- Completed (annual) summary report of SNHPC public participation performance measures.

Total Task 303 Budget:

- $70,000

304 Public Outreach

This task includes activities related to the dissemination and exchange of information to the public and between regional stakeholders involved in the MPO transportation planning process. Special emphasis in this task will be placed on ensuring continued engagement in SNHPC MPO activities via virtual public involvement techniques.

FY 2026-FY 2027

Proposed Activities:

- Incorporating updated transportation project information, meeting materials, and planning products on the SNHPC website and social media accounts.
    - Posting meeting minutes and materials within statutory timelines.
- Developing transportation-related content for publication in newsletters, social media, public television, and "Media Blast" and "Sustainable Newsflash" electronic bulletins.
- Developing presentations and conducting outreach to municipalities and local, regional, and statewide organizations, committees, and partner agencies about transportation-related matters to raise awareness of and engagement in the SNHPC metropolitan transportation planning process.
- Coordinating the publication of required public notices related to the transportation planning process in local newspapers, electronically on the SNHPC website, and on social media in a manner that is consistent with federal requirements and the SNHPC Public Participation Plan.
- Maintaining membership/rules of procedure for transportation-related committees on an as-needed basis.
- Continuing to incorporate virtual public involvement techniques to enhance public engagement opportunities in the SNHPC metropolitan transportation planning process.

Products:

- Updated transportation-related content on SNHPC website and social media accounts (website updates to occur weekly, social media updates to occur twice per week, and periodic video content).
- Documentation of transportation-related content from SNHPC quarterly newsletter and regularly-scheduled "Media Blast" and "Sustainable Newsflash" electronic bulletins (newsletter to be published quarterly, electronic bulletin to be published monthly).
- Documentation of presentations to local, regional, and statewide organizations about transportation-related matters.
- Documentation of published public notices related to the transportation planning process.

Total Task 304 Budget:

- $105,000

305 MPO Policy Committee

This task includes activities related to the administration and staffing of the SNHPC MPO Policy Committee. The primary functions of the MPO are: 1) Establishing the goals, objectives and policies governing transportation planning in the region; 2) Approving the Unified Planning Work Program and budget; and 3)

Preparing and adopting the Metropolitan Transportation Plan and other required metropolitan transportation planning documents.

FY 2026-FY 2027

Proposed Activities:

- Preparing for and participating in monthly SNHPC MPO Policy Committee meetings, including the distribution of meeting notices, agendas, staff reports, minutes, and presentations.

Products:

- Documentation of SNHPC MPO Policy Committee agendas, minutes, and other relevant meeting materials (12 per year).

Total Task 305 Budget:

- $70,000

400 PLAN SUPPORT

This purpose of this category is to support the development of municipal, regional, and statewide transportation plans and policies by collecting and maintaining a comprehensive set of traffic, demographic, land use, and spatial (GIS) data for use in transportation planning efforts. A primary goal of the data collection effort is to enumerate the impacts of local land use policies and development on the regional transportation network.

401 Traffic Counts

This task includes all activities related to the completion of the SNHPC regional traffic counting and bicycle/pedestrian counting program. The SNHPC regional traffic counting program includes approximately 450-500 counts annually to support state Highway Performance Monitoring System (HPMS) reporting and the regional travel demand model.

FY 2026-FY 2027

Proposed Activities:

- Conducting short-term ATR counts at approximately 240 locations around the SNHPC region annually as necessary to support the NHDOT's Highway Performance Monitoring System (HPMS) reporting.
- Conducting short-term ATR counts at approximately 200-250 locations around the SNHPC region annually as necessary to support the continued development of the regional travel demand model.
- Processing completed counts, performing quality control reviews, and reporting traffic count data to the NHDOT Bureau of Traffic and SNHPC municipalities.
- Meeting with SNHPC communities to review, establish, and schedule traffic count locations to ensure that counting does not occur concurrently with construction or other scheduled roadway maintenance activities.
- Completing locally-requested traffic counts at the request of SNHPC municipalities.
- Coordinating the bicycle/pedestrian counting program in the SNHPC region.

Products:

- Completed traffic counts, including raw data and summary reports.
- Summary reports for bicycle/pedestrian count data collected in the SNHPC region (approx. 24 counts per year).

Total Task 401 Budget:

- $280,000

402 SADES Data Collection

This task includes data collection work supporting the Statewide Asset Data Exchange System (SADES). In previous years, SADES-related data collection included culvert inventories at stream crossing locations, pedestrian infrastructure inventories, and Road Surface Management System (RSMS) development. However, RSMS development is typically included as a Task 504 activity rather than a Task 402 activity. Additionally, due to recent data collection efforts led by NHDES, all stream crossing locations in the SNHPC region will have been collected. Thus, Task 402 activities in the FY 2026-2027 period will focus on pedestrian infrastructure inventories for SNHPC municipalities.

FY 2026-FY 2027

Proposed Activities:

- Coordinating with SNHPC municipalities to collect pedestrian infrastructure inventory data utilizing the SADES framework.

Products:

- Completed pedestrian infrastructure inventory (one municipality per year).

Total Task 402 Budget:

- $25,000

403 Geographic Information System

This task includes activities related to the development and maintenance of transportation-related spatial data layers and the SNHPC Geographic Information System (GIS).

FY 2026-FY 2027

Proposed Activities:

- Completing transportation-related cartographic requests received from SNHPC municipalities and partner agencies.
- Developing transportation-related spatial data, including annually updated regional traffic count layers.
- Applying demographic, natural resource, and cultural resource spatial data to assess civil rights and environmental mitigation considerations in SNHPC transportation planning products.
- Completing transportation-related spatial data analyses at the request of SNHPC municipalities and partner agencies to quantify traffic patterns, crash history, level of service, level of delay, or other transportation planning items.
- Integrating transportation-related spatial data into the network for the SNHPC travel demand model.

Products:

- Completed maps and transportation-related cartographic products (approx. 24 maps per year).

- Updated transportation-related spatial data for the SNHPC region (as needed).

Total Task 403 Budget:

- $50,000

404 Demographics

This task includes all activities related to the development, compilation, analysis, and reporting of demographic information to support the MPO transportation planning program and travel demand model. The objective of this task is to provide current and projected estimates of demographic and economic conditions in the region essential to the MPO transportation planning program.

FY 2026-FY 2027

Proposed Activities:

- Collecting regional land use data through review of municipal building and occupancy permits. Site and subdivision plans may also be reviewed and supplemented by field verification.
- Completing a 20-year dwelling unit projection, in consultation with municipal planning boards and staff, for use in regional transportation planning activities and the regional travel demand model.
- Developing population projections for the region in consultation with the NH Office of Planning and Development (NHOPD) and updating population estimates by Traffic Analysis Zone to ensure reasonableness.
- Maintaining employment projections for the region in consultation with the NHOPD and NH Employment Security Department (NHES).

Products:

- Updated Land Use Data for the SNHPC region (one completed update in two-year UPWP period).
- Updated Dwelling Unit Projections for the SNHPC region (one completed update in two-year UPWP period).
- Updated Population Projections for the SNHPC region (one completed update in two-year UPWP period).
- Updated Employment Projections for the SNHPC region (one completed update in two-year UPWP period).

Total Task 404 Budget:

- $60,000

405 Equipment

This task includes all activities and direct expenses related to the procurement and maintenance of the equipment/software necessary to implement the MPO transportation planning program. All equipment purchased will be used specifically for transportation planning purposes, not for general use.

FY 2026-FY 2027

Proposed Activities:

- Procuring, maintaining, repairing, and/or replacing Automatic Traffic Recorders as necessary to support the SNHPC regional traffic counting program.
- Procuring, maintaining, repairing, and/or replacing Bicycle/Pedestrian Traffic Recorders as necessary to support the SNHPC bicycle/pedestrian counting program.
- Procuring supplies necessary to implement the SNHPC regional traffic counting program including, but not limited to, tubes, hardware, batteries, locks, chains, and mastic tape.
- Procuring and maintaining software necessary to complete the SNHPC regional traffic counting program including, but not limited to, traffic count processing software.
- Procuring and maintaining software necessary for the function of the SNHPC regional travel demand model, including GIS software.
- Procuring, maintaining, repairing, and/or replacing computers used exclusively by SNHPC transportation planning staff.
- Maintaining a subscription to NPMRDS analytics, INRIX data, and enhanced data tools through a cost sharing agreement with other New Hampshire MPOs and RPCs.
- Maintaining a subscription for TIP management software through a cost sharing agreement with other New Hampshire MPOs and RPCs.
- Other equipment, software, datasets, and hardware as approved by the NHDOT Bureau of Planning and Community Assistance.
- Procuring on-call engineering consulting services to support scoping and cost estimating of SNHPC Ten-Year Plan projects and travel demand model development/maintenance.

Products:

- Equipment, software, datasets, and hardware necessary to implement the MPO transportation planning program (annual replacements of traffic counters, annual update of transportation-related software licenses, purchase of transportation-related datasets, and hardware replacement as needed).
- Documentation of on-call engineering consulting services to support scoping and cost estimating of SNHPC Ten-Year Plan projects and travel demand model development/maintenance.

Total Task 405 Budget:

- $200,000 ($120,000 of which will be utilized for on-call engineering services)

406 Transportation Model

This task includes activities related to the development and maintenance of the SNHPC regional travel demand model. Pursuant to federal requirements and the SNHPC's Memorandum of Understanding with the CNHRPC, the towns of Bow, Pembroke, Allenstown, and Dunbarton are included in the model to ensure complete coverage of the Manchester Urbanized Area.

FY 2026-FY 2027

Proposed Activities:

- Maintaining the SNHPC regional travel demand model with the inclusion of the towns of Bow, Pembroke, Allenstown, and Dunbarton in the model.
- Finalize updates to the SNHPC regional travel demand model to achieve a 2022 base year and 2050 horizon year.
- Coordinating with other New Hampshire MPOs to consider ways to consolidate existing regional travel demand models into a unified model.
- Coordinating with other New Hampshire MPOs to ensure that, to the maximum extent practicable, data used for forecasting travel demand is consistent when more than one MPO is designated within an urbanized area (e.g. the Nashua UZA).

Products:

- Maintained SNHPC regional travel demand model as necessary to support the Metropolitan Transportation Plan and regional scenario planning.

Total Task 406 Budget:

- $45,000

407 Memberships, Subscriptions, and Professional Costs

This task includes costs related to the SNHPC's membership in transportation-related professional associations, subscriptions to transportation-related publications, and other transportation-related professional costs. For dues paid to outside organizations, direct UPWP participation shall only cover the transportation-related portion of membership costs.

All expenditures on membership dues will occur in accordance with the following guidance: 1) Guidance on Eligibility of Membership Dues for FHWA/FTA Planning Funds, July 25, 2006 (Revised 12/26/2014).

FY 2026-FY 2027

Proposed Activities:

- SNHPC membership in the Association of Metropolitan Planning Organizations (AMPO).
- SNHPC membership in the National Association of Regional Councils (NARC).
- SNHPC membership in the American Planning Association (APA).
- SNHPC membership in the New Hampshire Planners Association (NHPA).
- SNHPC membership in the National Scenic Byway Foundation (NSBF).
- Other pertinent transportation-related memberships, subscriptions, and professional costs as approved by the NHDOT Bureau of Planning and Community Assistance.

Products:

- Documentation of transportation-related memberships, subscriptions, and professional costs.

Total Task 407 Budget:

- $7,000

500 TECHNICAL ASSISTANCE AND SUPPORT

The purpose of this category is to provide technical assistance and coordinate activities with municipalities, state agencies, federal agencies, other Regional Planning Commissions, local partner organizations, and transit agencies toward transportation planning goals and objectives.

501 Local/Regional Assistance

This task includes activities related to the provision of technical assistance for transportation projects, plans, and initiatives developed by municipalities and regional partner agencies. This task also includes activities related to freight planning in support of regional transportation plans and programs.

FY 2026-FY 2027

Proposed Activities:

- Reviewing and providing comment letters on traffic impact analyses for site plans, subdivisions, and developments of regional impact at the request of SNHPC municipalities.
- Providing assistance to SNHPC municipalities and partner agencies in the development of project-level transportation-related grant applications.
- Providing transportation-related training or updates to municipal staff and municipal boards/committees in the SNHPC region.
- Providing technical assistance to the General John Stark Scenic Byway Council, the Upper Lamprey Scenic Byway Council, and the Frost/Stagecoach Scenic Byway Council in the development and implementation of scenic byway projects.
- Identifying and analyzing high-crash locations in the SNHPC region and assisting communities in pursuing Road Safety Audits (RSA) to demonstrate eligibility for Highway Safety Improvement Program (HSIP) funding.
- Identifying and analyzing locations with significant non-motorized crashes in the SNHPC region and assisting communities in pursuing bicycle and pedestrian safety audits through coordination with the NHDOT Bureau of Highway Design.
- Providing on-call transportation-related technical assistance to the SNHPC municipalities and partner agencies upon request.
- Organizing and facilitating annual regional freight stakeholder workshops comprised of ground, rail, and air freight stakeholders, municipal representatives, and State and Federal partner agencies to discuss freight transportation needs and bottlenecks in the region.
- Identifying and considering solutions to freight bottlenecks in the SNHPC region.
- Maintaining a truck parking inventory in the SNHPC region and an inventory of major freight generators in the region.
- Responding to Initial Contact Letters as requested by the NHDOT Bureau of Environment or other partners.
- Convening a workshop including local, regional, State, and federal partner agencies to aid in incorporating flood resilience considerations into local and regional planning activities, preventative maintenance activities, and capital improvement programming.
- Utilizing the SNHPC Regional Vulnerability Assessment (RVA), SNHPC Regional Roadway Adaptation Toolkit, and SNHPC Regional Transportation Resilience Improvement Plan (TRIP) to:
    - Inform local hazard mitigation planning efforts and mitigate stormwater impacts to the transportation system;

- Respond to technical assistance requests related to flooding, stormwater impacts, and related concerns; and
- Convene local stakeholder meetings related to flood risk and stormwater impacts to the transportation system upon request.

Products:

- Completed comment letters on traffic impact analyses related to site plans, subdivisions, and developments of regional impact (as requested and designated by communities).
- Completed transportation-related grant applications for SNHPC municipalities and partner agencies (upon request).
- Documentation of training materials provided to municipal staff and boards/committees (upon request).
- Documentation of agendas, minutes, and other relevant materials for the General John Stark Scenic Byway Council, the Upper Lamprey Scenic Byway Council, and the Frost/Stagecoach Scenic Byway Council (minimum of four meetings per year).
- Documentation of annual regional freight stakeholder workshops (one per year).
- Documentation of strategies identified to address regional freight bottlenecks.
- Updated truck parking inventory and inventory of major freight generators for the SNHPC region.
- Documentation of responses to Initial Contact Letters (as requested by the NHDOT Bureau of Environment).
- Documentation of regional flood resilience workshop for transportation infrastructure (one in biennium).

Total Task 501 Budget:

- $250,000

502 Statewide Assistance

This task includes activities related to the provision of technical assistance for interregional or statewide transportation projects, plans, and initiatives.

FY 2026-FY 2027

Proposed Activities:

- Participating on and providing technical assistance to the New Hampshire Transportation Council.
- Participating on and providing technical assistance to the Alliance for Healthy Aging (AHA) Transportation Committee.
- Participating on and providing technical assistance to Transport New Hampshire, the New Hampshire Transit Association, and other interregional or statewide transportation groups.
- Providing analysis and testimony on transportation-related state legislation upon request, provided that there is no formal endorsement or opposition to legislation.
- Coordinating statewide Scenic Byway technical assistance and volunteer recruitment efforts and convening periodic statewide Scenic Byway forums.
- Coordinating on transportation issues of statewide significance with other Regional Planning Commissions through monthly RPC Executive Directors meetings.

- Reviewing reports, guidebooks, proposed rulemakings, and other state and federal transportation planning policy documents.
- Continuing participation in the Partnering for Performance NH workgroup to coordinate on transportation-related matters affecting all four New Hampshire MPOs.
- Providing transportation-related technical assistance to the NHDOT, NHDES, FHWA, FTA, or other state or federal transportation agencies upon request.
- Reviewing and providing feedback on freight plans and programs developed by NHDOT and/or the State Freight Advisory Committee.
- Coordinate, as needed, with the U.S. Department of Defense New Boston Space Force Station on infrastructure and transportation connectivity needs.
- Coordinate, as needed, with applicable Federal Land Management Agencies (FLMAs) on infrastructure and transportation connectivity needs for federally-owned lands in the SNHPC region.

Products:

- Documentation of agendas, minutes, and other relevant materials for the New Hampshire Transportation Council (approx. 12 meetings per year).
- Documentation of agendas, minutes, and other relevant materials for the Alliance for Healthy Aging (AHA) Transportation Committee (approx. 12 meetings per year).
- Documentation of agendas, minutes, and other relevant materials for Transport New Hampshire, statewide Scenic Byway collaborations, and other interregional or statewide transportation advocacy groups (approx. six meetings per year).
- Documentation of agendas, minutes, and other relevant materials for the RPC Executive Directors meetings (approx. 12 meetings per year).
- Documentation of Partnering for Performance NH agendas, minutes, and other relevant meeting materials (12 per year).

Total Task 502 Budget:

- $120,000

503 Local Public Agency Program Support

This task includes activities related to the provision of technical assistance for SNHPC municipalities and partner agencies to apply for and manage Local Public Agency (LPA) projects. This task also includes the SNHPC's role in evaluating and prioritizing regional LPA project applications.

FY 2026-FY 2027

Proposed Activities:

- Providing staffing assistance to SNHPC municipalities and partner agencies in developing project applications for the Transportation Alternatives (TAP), Congestion Mitigation and Air Quality (CMAQ), and other applicable programs.
- Conducting the regional process to review, evaluate, and prioritize LPA project applications for the TAP and CMAQ programs.
- Completing air quality analyses for CMAQ applications in the SNHPC region as needed.

Products:

- Documentation of LPA project applications from SNHPC communities and regional partner agencies (approx. 2-4 applications per program solicitation).
- Program of prioritized TAP and CMAQ projects for the SNHPC region, and documentation of the regional evaluation and prioritization process (once per program solicitation).

Total Task 503 Budget:

- $26,000

504 Special Projects

This task includes activities related to special transportation projects in the SNHPC region undertaken with the approval of the NHDOT Bureau of Planning and Community Assistance.

FY 2026-FY 2027

Proposed Activities:

- Organizing and completing special transportation projects in the SNHPC region undertaken with the approval of the NHDOT Bureau of Planning and Community Assistance. Such projects may include, but not be limited to, the following:
    - Assisting municipalities with updating their Master Plan transportation chapters.
    - Completing local Road Surface Management Systems (RSMS) at the request of SNHPC municipalities.
    - Participating in a statewide transportation needs assessment for older adults.
    - Providing MS4 technical assistance to municipalities for transportation-related stormwater issues.
    - Scoping, developing, and updating local transportation studies, including but not limited to, access management plans and corridor studies at the request of SNHPC municipalities and partner agencies.
    - Other special transportation projects as approved by the NHDOT Bureau of Planning and Community Assistance.

Products:

- Documentation and final reports for approved and completed special transportation projects.

Total Task 504 Budget:

- $87,290

504.50 Auburn RSMS (Special Project)

This task includes activities related to a special transportation project to assist the Town of Auburn with developing a Road Surface Management System.

FY 2026-FY 2027

Proposed Activities:

- Facilitate kick-off meeting with Town staff.
- Identify RSMS segments and program segments into ArcCollector app.
- Perform RSMS fieldwork (roadway condition assessment & mapping of any culvert locations not already identified through previous UNH/NHDES efforts).
- Conduct Quality Assurance/Quality Control of collected data.
- Facilitate municipal update/coordination meetings.
- Develop RSMS condition/location map and pavement management scenarios.
- Complete and deliver final RSMS report.

Products:

- Completed RSMS for the Town of Auburn.

Total Task 504.50 Budget:

- $8,174 (UPWP) and $8,174 (Program Income)

505 Regional Coordinating Councils

This task includes activities related to the staffing and administration of Region 8 Coordinating Council (RCC) for Community Transportation. This task also includes the development and maintenance of the Region 8 Transportation Coordination Plan.

FY 2026-FY 2027

Proposed Activities:

- Preparing for and participating in meetings of the Region 8 Coordinating Council, including the distribution of meeting notices, agendas, staff reports, minutes, and presentations.
- Coordinating with the Rockingham Planning Commission to prepare any necessary updates to the Region 8 Transportation Coordination Plan.
- Assisting the Region 8 Coordinating Council with developing and submitting their biennial Section 5310 funding application and program of projects to the NHDOT Bureau of Rail and Transit.
- Preparing for and participating in monthly meetings of the State Coordinating Council (SCC) for Community Transportation or subcommittees thereof.

Products:

- Documentation of agendas, minutes, and other relevant materials related to the Region 8 Coordinating Council (approx. eight meetings per year).
- Updates or amendments to the Region 8 Transportation Coordination Plan.
- Documentation of agendas, minutes, and other relevant materials for the State Coordinating Council for Community Transportation (approx. 12 meetings per year).

Total Task 505 Budget:

- $100,000

506 Transit Assistance

This task includes activities related to the provision of technical assistance to public transportation providers and the completion of short-range transit planning. In the SNHPC region, the Manchester Transit Authority (MTA) provides fixed-route bus services as well as a complementary paratransit program for those individuals unable to use fixed-route services. Additionally, the Cooperative Alliance for Regional Transportation (CART), which is a separately branded subsidiary program of the MTA, provides demand response transportation to a five-town town service area including Chester, Derry, and Londonderry in the SNHPC region. This task also includes activities related to ridesharing, public transit, bicycle and pedestrian commuting transportation alternatives. Through coordination with regional and statewide partners, the SNHPC will promote transportation options and share resources and expertise in advocating, coordinating and promoting sound Travel Demand Management (TDM) measures.

FY 2026-FY 2027

Proposed Activities:

- Participating in monthly meetings of the MTA Commission.
- Preparing for and participating in quarterly meetings of the CART Advisory Committee.
- Providing technical assistance to MTA/CART in completing regular updates of their Short-Range Transit Plans as needed.
- Providing capital and financial planning assistance to MTA/CART upon request.
- Providing route mapping and other cartographic assistance to MTA/CART upon request.
- Coordinating with MTA on a travel training program in order to increase transit utilization.
- Providing technical assistance to MTA/CART in the development of grant applications for capital and operating funding.
- Coordinating efforts to form a Transportation Management Association (TMA) serving the SNHPC region.
- Conducting TDM-related data collection and analysis that supports the reduction of single-occupant vehicle use. These efforts may include surveys of employers or the general public, analysis of ACS data and calculation of VMT and associated savings from implementation of employee incentives.
- Continuing development of TDM assistance projects/programs and outreach materials in the Southern New Hampshire region in conjunction with activities related to the statewide CommuteSmart New Hampshire program.
- Encouraging and enhancing employer participation in TDM projects and programs.

Products:

- Documentation of agendas, minutes, and other relevant materials for the MTA Commission (approx. 12 meetings per year).
- Documentation of agendas, minutes, and other relevant materials for the CART Advisory Committee (approx. 4 meetings per year).
- Updated Short-Range Transit Plan for MTA/CART (as necessary).
- Updated capital and financial plans for MTA/CART (upon request).

- Updated route maps for MTA/CART (upon request).
- Completed grant applications for capital and operating funding for MTA/CART (as necessary).
- Documentation of agendas, minutes, and other relevant materials related to the SNHPC's participation in the formation of a Transportation Management Association.
- Documentation and final reports for any TDM-related data collection and analysis that support the reduction of single-occupant vehicle use.

Total Task 506 Budget:

- $115,000

APPENDIX A - UPWP FINANCIAL SUMMARY

	FY 2026-2027 UPWP Tasks	FY 2026-2027 UPWP Budget								
		SNHPC Hours	SNHPC Labor	SNHPC Direct Expenses	Federal Share (80%)	Toll Credits (10%)	SNHPC Match (10% Cash)	Subtotal	Program Income	Total
100	101 - Invoices & Accounting	1125	$90,000	$0	$72,000	$9,000	$9,000	$90,000	$0	$90,000
	102 - Program Administration	1370	$109,600	$1,400	$88,000	$11,000	$11,000	$110,000	$0	$110,000
	103 - Training	400	$32,000	$13,000	$36,000	$4,500	$4,500	$45,000	$0	$45,000
	104 - ICR Adjustments	0	$0	$0	$0	$0	$0	$0	$0	$0
	CATEGORY 100 SUBTOTAL	2895	$231,600	$14,400	$196,000	$24,500	$24,500	$245,000	$0	$245,000
200	201 - Ten-Year Plan (TYP)	680	$54,400	$600	$44,000	$5,500	$5,500	$55,000	$0	$55,000
	202 - Land Use & Environmental Linkages	115	$9,200	$800	$8,000	$1,000	$1,000	$10,000	$0	$10,000
	203 - Transportation Planners Collaborative	48	$3,840	$100	$3,152	$394	$394	$3,940	$0	$3,940
	204 - Interagency Consultation	72	$5,760	$100	$4,688	$586	$586	$5,860	$0	$5,860
	205 - Transportation Improvement Program	890	$71,200	$3,800	$60,000	$7,500	$7,500	$75,000	$0	$75,000
	206 - Congestion Management Process	495	$39,600	$400	$32,000	$4,000	$4,000	$40,000	$0	$40,000
	207 - Intelligent Transportation Systems	92	$7,360	$140	$6,000	$750	$750	$7,500	$0	$7,500
	208 - Metropolitan Transportation Plan	1800	$144,000	$6,000	$120,000	$15,000	$15,000	$150,000	$0	$150,000
	209 - Transportation Conformity	20	$1,600	$0	$1,280	$160	$160	$1,600	$0	$1,600
	210 - State Long-Range Transportation Plan	60	$4,800	$100	$3,920	$490	$490	$4,900	$0	$4,900
	211 - Complete Streets Planning	1400	$112,000	$3,000	$92,000	$11,500	$11,500	$115,000	$0	$115,000
	CATEGORY 200 SUBTOTAL	5,672	$453,760	$15,040	$375,040	$46,880	$46,880	$468,800	$0	$468,800
300	301 - Technical/Advisory Committee	935	$74,800	$200	$60,000	$7,500	$7,500	$75,000	$0	$75,000
	302 - Planning Commissions/Committee Meetings	185	$14,800	$200	$12,000	$1,500	$1,500	$15,000	$0	$15,000
	303 - Public Involvement Plan	860	$68,800	$1,200	$56,000	$7,000	$7,000	$70,000	$0	$70,000
	304 - Public Outreach	1280	$102,400	$2,600	$84,000	$10,500	$10,500	$105,000	$0	$105,000
	305 - Policy Committee	870	$69,600	$400	$56,000	$7,000	$7,000	$70,000	$0	$70,000
	CATEGORY 300 SUBTOTAL	4,130	$330,400	$4,600	$268,000	$33,500	$33,500	$335,000	$0	$335,000
400	401 - Traffic Counts	3400	$272,000	$8,000	$224,000	$28,000	$28,000	$280,000	$0	$280,000
	402 - SADES Data Collection	300	$24,000	$1,000	$20,000	$2,500	$2,500	$25,000	$0	$25,000
	403 - Geographic Information System	625	$50,000	$0	$40,000	$5,000	$5,000	$50,000	$0	$50,000
	404 - Demographics	750	$60,000	$0	$48,000	$6,000	$6,000	$60,000	$0	$60,000
	405 - Equipment	0	$0	$200,000	$160,000	$20,000	$20,000	$200,000	$0	$200,000
	406 - Transportation Model	555	$44,400	$600	$36,000	$4,500	$4,500	$45,000	$0	$45,000
	407 - Memberships, Subscriptions, and Professional Costs	0	$0	$7,000	$5,600	$700	$700	$7,000	$0	$7,000
	CATEGORY 400 SUBTOTAL	5,630	$450,400	$216,600	$533,600	$66,700	$66,700	$667,000	$0	$667,000
500	501 - Local & Regional Assistance	3105	$248,400	$1,600	$200,000	$25,000	$25,000	$250,000	$0	$250,000
	502 - Statewide Assistance	1490	$119,200	$800	$96,000	$12,000	$12,000	$120,000	$0	$120,000
	503 - Local Public Agency Program Support	320	$25,600	$400	$20,800	$2,600	$2,600	$26,000	$0	$26,000
	504 - Special Projects	1060	$84,800	$2,490	$69,832	$8,729	$8,729	$87,290	$0	$87,290
	504.50 - Auburn RSMS (Special Project)	101	$8,074	$100	$6,539	$817	$817	$8,174	$8,174	$16,348
	505 - Regional Coordinating Councils	1240	$99,200	$800	$80,000	$10,000	$10,000	$100,000	$0	$100,000
	506 - Transit Assistance	1425	$114,000	$1,000	$92,000	$11,500	$11,500	$115,000	$0	$115,000
	CATEGORY 500 SUBTOTAL	8,741	$699,274	$7,190	$565,171	$70,646	$70,646	$706,464	$8,174	$714,638
	TOTAL	27,068	$2,165,434	$256,830	$1,937,811	$242,226	$242,226	$2,422,264	$8,174	$2,430,438

Notes: 1) Toll credits are not cash. NHDOT provides toll credits in the SNHPC UPWP as a means of offsetting a portion of the non-federal share of the project. Thus, the use of toll credits effectively reduces the SNHPC's cash match burden from 20% to 10% of the overall UPWP.

APPENDIX B - UPWP SCHEDULE

	FY 2026-2027 UPWP Tasks	FY 2026				FY 2027			
		Q1 (7/25 - 9/25)	Q2 (10/25 - 12/25)	Q3 (1/26 - 3/26)	Q4 (4/26 - 6/26)	Q1 (7/26 - 9/26)	Q2 (10/26 - 12/26)	Q3 (1/27 - 3/27)	Q4 (4/27 - 6/27)
100	101 - Invoices & Accounting								
	102 - Program Administration	Annual Report				Annual Report		FY26-27 UPWP	
	103 - Training								
	104 - ICR Adjustments	*Not Applicable*							
200	201 - Ten-Year Plan (TYP)		GACT Hearings		Project Solicitation		Project Prioritization		
	202 - Land Use & Environmental Linkages							Workshop	
	203 - Transportation Planners Collaborative								
	204 - Interagency Consultation								
	205 - Transportation Improvement Program		ALOP				ALOP (Q1) FY 2027-2030 TIP		
	206 - Congestion Management Process			CMP Update					
	207 - Intelligent Transportation Systems								
	208 - Metropolitan Transportation Plan	MTP Update						Perf Targets	
	209 - Transportation Conformity						Planning Level TIP Conformity Analysis		
	210 - State Long-Range Transportation Plan				*Schedule to be Determined by NHDOT*				
	211 - Complete Streets Planning								
300	301 - Technical Advisory Committee								
	302 - Planning Commissions/Committee Meetings								
	303 - Public Involvement Plan	Title VI CAR		Title VI Plan Update		Title VI CAR		SNHPC PIP Update	
	304 - Public Outreach								
	305 - Policy Committee								
400	401 - Traffic Counts	2026 Counts				2026 Counts			2027 Counts
	402 - SADES Data Collection	Data Collection				Data Collection			2027 Data Collection
	403 - Geographic Information System								
	404 - Demographics								
	405 - Equipment								
	406 - Transportation Model	Modeling to Support MTP Update							
	407 - Memberships, Subscriptions, and Professional Costs								
500	501 - Local & Regional Assistance	Truck Parking Inventory Update		Freight Workshop				Freight Workshop	
	502 - Statewide Assistance								
	503 - Local Public Agency Program Support	*LPA Program Solicitation Schedule to be Determined by NHDOT*							
	504 - Special Projects	*Schedule to be Determined in Conjunction with NHDOT as part of Special Project Approval Process*							
	504.50 - Auburn RSMS (Special Proeject)	Auburn RSMS							
	505 - Regional Coordinating Councils								
	506 - Transit Assistance								

LEGEND	
	Continuous, Monthly, or As-needed UPWP Work Efforts
	Stand-alone UPWP Work Efforts

APPENDIX C- OTHER FEDERALLY-FUNDED OR REGIONALLY-SIGNIFICANT PLANNING PROJECTS

The Southern New Hampshire Planning Commission is engaged in other federally-funded transportation planning efforts that are not funded with metropolitan transportation planning funds. This section of the UPWP contains a listing of federally-funded transportation planning efforts that are anticipated to occur during the performance period of the FY 2026–2027 UPWP. This section may be amended as necessary to include additional planning studies.

C-1 Region 8 Coordinating Council - FY 2026-2027 Section 5310 Lead Agency

Funding Sources:

- FTA Section 5310 Program (80% Federal Share)
- Manchester Transit Authority, Easter Seals, Rockingham Nutrition Meals on Wheels, Catholic Charities, and Southern New Hampshire Planning Commission (20% Local Share)

Project Cost:

- $563,100 (Federal funding) per year in both FY 2026-2027

Project Summary:

The project involves the provision of regional mobility management and demand response transportation services for senior citizens and persons with disabilities from Region 8 Coordinating Council municipalities to essential service and non-emergency medical destinations in the Greater Manchester and Greater Derry-Salem areas. At the request of the Region 8 Coordinating Council (RCC), the SNHPC serves as the designated lead agency for the administration of Section 5310 funding under a contract with the NHDOT Bureau of Rail and Transit.

- Operation of community-wide demand response transportation service five days per week in the Town of Goffstown provided by the Manchester Transit Authority.
- Operation of community-wide demand response transportation service five days per week in the Town of Hooksett provided by the Manchester Transit Authority.
- Operation of weekday evening and Saturday demand response service in the Town of Derry by the Manchester Transit Authority (branded as CART).
- Operation of transportation services to the Vic Geary Senior Center in the Town of Plaistow provided by Rockingham Nutrition Meals on Wheels.
- Operation of regional demand response transportation services and regional call center schedule coordination and dispatching services provided by Easter Seals of New Hampshire.
- Coordination of a volunteer driver recruitment program provided by the Catholic Charities of New Hampshire d/b/a The CareGivers.
- Regional mobility management services provided by the Southern New Hampshire Planning Commission.

Timeframe:

- This project is anticipated to begin on or about July 1, 2025 and end on or about June 30, 2027.

ACTICLE I

The COMMISSION shall report progress to the DEPARTMENT in conjunction with DEPARTMENT'S Standardized Invoicing process. Invoices shall be submitted each month during this agreement.

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.

Website Documents: All documents posted to a website created under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. Compliance requirements can be found at https://www.section508.gov/create/.

F. DATE OF COMPLETION

The date of completion for the Planning services rendered under this AGREEMENT shall be June 30, 2027.

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 $2,422,264.00, in State FY 2026 & FY 2027. 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 $2,430,438.00 fee, approximately 90% ($2,180,038.00) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% ($250,400.00) from the Southern NH Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the $2,180,038 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 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).

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.

D. FIXED FEE

Blank

E. PAYMENTS

Monthly payments on account of services rendered under this AGREEMENT may be made upon submission of invoices by the COMMISSION to the DEPARTMENT. The COMMISSION shall follow the DEPARTMENT'S Standardized Invoicing format.

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 - 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 438 Dubuque Street, Manchester, 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 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. <u>REVISIONS TO REPORTS, PLANS OR DOCUMENTS</u>

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.

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

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.

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 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.

(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).

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 _X_, has not____ developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has _X_, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has _X_, has not ____, filed with the Joint Reporting Committee, the 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.

Southern New Hampshire Planning Commission
(Company)

By: Sylvia W. Clark

Executive Director
(Title)

Date: 4/15/25

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 Southern New Hampshire 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.

4/15/2025
(Date)

Sylvia von Aulak
(Signature)

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

Linda Moore-O'Brien

LINDA MOORE-O'BRIEN
STATE OF NEW HAMPSHIRE
-MY-
COMMISSION
EXPIRES
JUNE 26, 2029
NOTARY PUBLIC

Consultant

CONSULTANT

Dated: 4/15/2025 By: _____
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

Dated: 5/13/25 By: _____
for Commissioner, NHDOT

Attorney General

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

Dated: May 15, 2025 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, Bill Jean, Chairman, (Secretary/Treasurer, position) of the Southern NH Planning Commission (SNHPC), do hereby certify that at a meeting held on March 18, 2025:

1. I am the duly elected and acting Chairman of the SNHPC, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The SNHPC Executive Committee authorized the Executive Director, Sylvia von Aulock, to execute any documents which may be necessary to effectuate the UPWP contract:
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 under item 2 above: Sylvia von Aulock, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the SNHPC on this 16th day of APRIL, 2025.

CHAIRMAN
(name, position)

STATE OF NEW HAMPSHIRE
County of Hillsborough

On this 15th day of April, 2025, before me Linda Moore-O'Brien the undersigned officer, personally appeared, Bill Jean, who acknowledged him/herself to be the Chairman of the SNHPC, and that he/she, as such Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Linda Moore-O'Brien
Notary Public, Justice of the Peace
(Official Seal)

6/26/29
My Commission Expires

LINDA MOORE-O'BRIEN
STATE OF NEW HAMPSHIRE
-MY- COMMISSION EXPIRES JUNE 26, 2029
NOTARY PUBLIC

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 Sylvia von Aulock Date: 4/15/2025

Name/Title Sylvia von Aulock, 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.

ATTACHMENT 7

CERTIFICATE OF GOOD STANDING

The Southern New Hampshire Planning Commission is not required to have a Certificate of Good Standing because they are a "political subdivision" under RSA 36:49—a.

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Southern New Hampshire Planning Commission 438 Dubuque Street Manchester, NH 03102	525	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
X	**General Liability (Occurrence Form)**	1/1/2025	1/1/2026	Each Occurrence	$ 1,000,000
	Professional Liability (describe)			General Aggregate	$ 2,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	☐ Any auto			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 regard to the 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:	X	Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
					By: *Mary Beth Purcell*
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301					Date: 12/10/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Southern New Hampshire Planning Commission 438 Dubuque Street Manchester, NH 03102	525	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits - NH Statutory Limits May Apply If Not*	
☐ **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: ☐ Any auto	1/1/2025	1/1/2026	Combined Single Limit (Each Accident)	$2,000,000
			Aggregate	$10,000,000
X **Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	1/1/2025	1/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
			By: Mary Beth Purcell
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301			**Date:** 12/10/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**