



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

30



David Rodrigue, P.E.
Assistant Commissioner

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

Bureau of Planning & Community Assistance
April 22, 2025

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Southwest Region Planning Commission (Vendor #155492), Keene, NH, in the amount of \$636,338 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 to support this request are anticipated to be available in Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

	<u>FY 2026</u>	<u>FY 2027</u>
04-096-096-962515-2944		
SPR Planning Funds		
072-500574 Grants To Local Gov's-Federal	\$318,169	\$318,169

EXPLANATION

The Southwest Region Planning Commission is the primary planning agency in the southwestern part of state covering thirty-six communities. The Investing in Infrastructure and Jobs Act (IIJA) provides planning and transit funds for each Regional Planning Commission (RPC). Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the Southwest Region Planning Commission has developed procedures for addressing transportation planning issues.

The Southwest Region Planning Commission has developed a proposal to carry out the planning and programming processes 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 Southwest Region Planning Commission will provide transportation planning and programming services and products to support state, regional, and local needs. The Southwest Region 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 and Jobs Act (IIJA). Additionally, the Southwest Region Planning Commission will address the New Hampshire Federal Highway Administration and Federal Transit Administration requirements 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 Southwest Region Planning Commission can accomplish this work for a total fee not to exceed \$707,042. The funding to be used is from Federal Highway Administration (FHWA) Planning funds and local funds. The Federal portion \$636,338 is Federal Aid (involving Consolidated Grant funds, FTA 5405e planning funds and Statewide Planning & Research (SPR) funds) with additional \$70,704 in local funds (collected by the Southwest Region Planning Commission to be applied towards total cost).

The funding is 80% Federal Funds with 10% state match. Turnpike toll credit is being utilized for match requirement, effectively using 90% Federal Funds and 10% local funds from Southwest Region Planning Commission. 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 Executive 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

**SOUTHWEST REGIONAL PLANNING
COMMISSION**

FED. NO.: X-A005(654)

STATE NO.: 45050

**BUREAU OF PLANNING & COMMUNITY ASSISTANCE
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ARTICLE I

**SOUTHWEST REGIONAL PLANNING
COMMISSION
FED. NO.: X-A005(654)
STATE NO.: 45050**

**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 Southwest Regional Planning Commission, with principal place of business at 37 Ashuelot Street, in the City of Keene, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

Pursuant to 23 CFR 450 subpart C, 23 U.S.C. 134, and Section 5303 of the Federal Transit Act the Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to provide Statewide Planning & Research (SPR) 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 North Country Council.

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

This AGREEMENT becomes effective upon approval by the Governor and Council.

ACTICLE I

ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the COMMISSION, who agrees to fulfill requirements for regional planning in the Southwest Regional Planning Commission region 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 Southwest Regional Planning Commission designated Regional Planning Commission.

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).

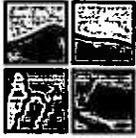
C. **MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

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.



SWRPC

Southwest Region
Planning Commission

Unified Planning Work Program FY 2026-2027

Prepared by the Southwest Region Planning Commission

April 18, 2025

**37 Ashuelot Street
Keene, NH 03431
(603) 357-0557**

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

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Appendix A SWRPC Employee Billing Rates as of 3/4/25

Appendix B Regional Transit Planning Technical Assistance Scope of Work and Budget
Details - 5305(e) project

Introduction

The Southwest Region Planning Commission (SWRPC) is one of nine Regional Planning Commissions in New Hampshire established under NH RSA Chapter 36, serving 34 municipalities in Cheshire County, Hillsborough County and Sullivan County. The FY 2026 - FY 2027 Unified Planning Work Program (UPWP) for the SWRPC was developed to meet federal transportation planning regulations to carry out a continuing, cooperative and comprehensive planning process including the 10 planning factors identified through the Infrastructure Investment and Jobs Act of 2021. This UPWP includes the description of transportation planning activities to be performed by the SWRPC during the fiscal years beginning July 1, 2025 and ending June 30, 2027 (i.e. State fiscal years 2026 and 2027). A map of the SWRPC region is shown in Exhibit 1 below.

Exhibit 1: Southwest Region Planning Commission Region



SWRPC's UPWP includes 37 separate task codes grouped under 6 different task code series categories. The task code series headings are:

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
Category 600	5305(e) Funded Transit Planning Efforts

Exhibit 2 below lists the 36 individual task codes. Some task codes, such as 206 and 305, are specific to metropolitan planning organizations and do not apply to SWRPC, which is a rural regional planning organization. Other task codes, such as 104, 406 and 504, are not utilized by SWRPC in this proposal. More detailed information about each task code, including information about proposed activities,

deliverables and task budgets is described in the main body of the UPWP report following this introduction.

Exhibit 2: UPWP Task Code Numbers and Descriptions

101: Invoices & Accounting	303: Public Involvement Plan
102: Program Administration	304: Public Outreach
103: Training	305: Policy Committees*
104: Indirect Cost Rate Adjustments*	401: Traffic Counts
201: Ten Year Plan	402: Statewide Asset Data Exchange System
202: Planning & Environmental Linkages	403: Geographic Information Systems
203: Transportation Planner's Collaborative	404: Demographics
204: Interagency Consultation	405: Equipment and Supplies
205: Transportation Improvement Program	406: Regional Transportation Model*
206: Congestion Management Plan*	407: Memberships, Subscriptions & Professional Costs
207: Intelligent Transportation Systems	501: Local & Regional Assistance
208: Regional Transportation Plan	502: Statewide Assistance
209: Air Quality Conformity*	503: Local Public Agency Program Support
210: State Long Range Transportation Plan	504: Special Projects
211: Bicycle/Pedestrian Planning	505: Regional Coordinating Councils
301: Transportation Advisory Committee	506: Transit Assistance
302: Planning Commission/Committee Mtgs	601: Regional Transit Planning Technical Assistance

*There is no proposed programming in the FY 2026-2027 SWRPC UPWP for these tasks.

This UPWP is supported primarily by FHWA State Planning and Research (SPR) funds and FTA 5305(e) funds. Federal funding supporting this UPWP is matched by a combination of state toll credits administered by the NHDOT and matching funds provided by the SWRPC. The planning activities outlined in this UPWP have been designed to meet the local needs of the SWRPC region's municipalities and ensure consistency with the ten planning factors shown in Exhibit 3 below. These planning factors were developed to guide SPR transportation planning activities including the activities contained in this UPWP.

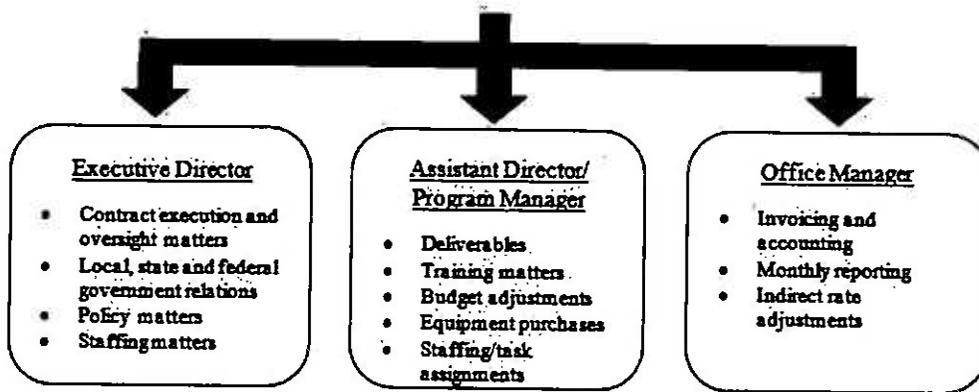
Exhibit 3: SWRPC UPWP Linkages with Federal Transportation Planning Factors

Planning Factor	Relevant UPWP Tasks
1 Support the economic vitality of the United States, the States, metropolitan areas, and nonmetropolitan areas, especially by enabling global competitiveness, productivity, and efficiency	Tasks 103, 201, 202, 208, 210, 211, 501, 502, 503, 505, 506, 601
2 Increase the safety of the transportation system for motorized and non-motorized users	Tasks 103, 201, 202, 208, 210, 211, 501, 502, 503, 505, 506, 601
3 Increase the security of the transportation system for motorized and non-motorized users	Tasks 103, 207, 208, 210, 501, 502, 503, 506
4 Increase accessibility and mobility of people and freight	Tasks 103, 201, 202, 208, 210, 211, 501, 502, 503, 505, 506, 601

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	Tasks 103, 201, 202, 208, 210, 211, 501, 502, 503, 505, 506, 601
6	Enhance the integration and connectivity of the transportation system, across and between modes throughout the State, for people and freight	Tasks 103, 201, 208, 210, 211, 501, 502, 503, 505, 506, 601
7	Promote efficient system management and operation	Tasks 103, 201, 208, 210, 211, 501, 502, 503, 505, 506, 601
8	Emphasize the preservation of the existing transportation system	Tasks 103, 201, 208, 210, 402, 501, 502, 503, 505, 601
9	Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation	Tasks 103, 201, 202, 208, 210, 211, 402, 501, 502, 503
10	Enhance travel and tourism	Tasks 103, 201, 202, 208, 210, 211, 501, 502, 503, 601

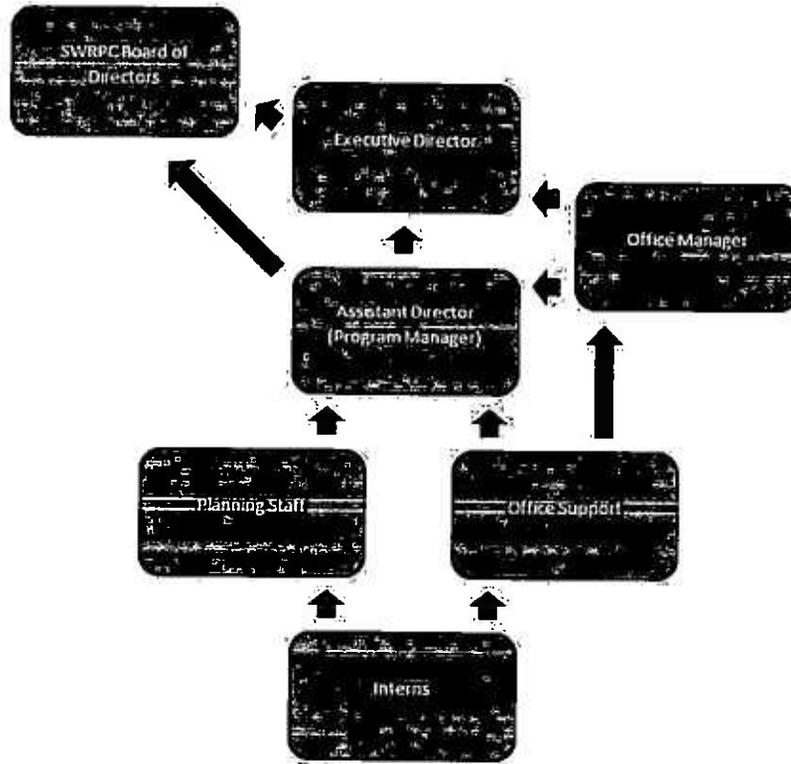
Communications with SWRPC regarding UPWP management activities primarily occur through three points of contact: Executive Director, Program Manager and Office Manager. Exhibit 4 lists the types of activities for which each lead is the main point of contact.

Exhibit 4: SWRPC Points of Contact on UPWP Matters



Several SWRPC staff will be involved in the implementation of the FY 2026-2027 UPWP. Below is an organizational chart showing staff relationships. The chart also shows the immediate supervisor of each staff person, symbolized by the text box at the pointed end of each solid arrow. Members of Planning Staff may be called on to serve as a project manager on discreet UPWP projects with other members of the Planning Staff providing support to that project manager.

Exhibit 5: SWRPC Organizational Chart



Though subject to change, there are currently thirteen classifications of employees that are anticipated to be working on UPWP tasks. Billing rates, which include SWRPC's current 93.04% indirect cost rate, are provided in Appendix A. The indirect cost rate is likely to change for FY 26 and again for FY 27. Updated rates will be submitted to NHDOT.

The proposed budget for the FY 26-27 SWRPC UPWP, is presented on the next page in Exhibit 6. Note that tasks 103, 405, 407, 504 and 601 include direct expenses which are itemized in greater detail in the main body of the UPWP following the introduction.

Exhibit 6: FY 26-27 SWRPC UPWP Budget

Task #	Task Description	FY 2026	FY 2027	Total	Hours
Category 100 Administration & Training					
101	Invoices & Accounting	\$ 25,000.00	\$ 25,750.00	\$ 50,750.00	590
102	Program Administration	\$ 41,000.00	\$ 42,230.00	\$ 83,230.00	915
103	Training*	\$ 12,000.00	\$ 12,360.00	\$ 24,360.00	390
100 Sub Total		\$ 78,000.00	\$ 80,340.00	\$ 158,340.00	1,895
Category 200 Policy & Planning					
201	Ten Year Plan	\$ 14,000.00	\$ 14,420.00	\$ 28,420.00	330
203	Transportation Planner's Collaborative	\$ 1,300.00	\$ 1,339.00	\$ 2,639.00	30
204	Interagency Consultation	\$ 2,300.00	\$ 2,369.00	\$ 4,669.00	45
205	Transportation Improvement Program	\$ 4,000.00	\$ 4,120.00	\$ 8,120.00	85
207	Intelligent Transportation Systems	\$ 500.00	\$ 515.00	\$ 1,015.00	10
208	Regional Transportation Plan	\$ 1,500.00	\$ 1,545.00	\$ 3,045.00	40
210	State Long Range Transportation Plan	\$ 1,500.00	\$ 1,545.00	\$ 3,045.00	40
211	Bicycle/Pedestrian Planning	\$ 8,000.00	\$ 8,240.00	\$ 16,240.00	200
200 Sub Total		\$ 33,100.00	\$ 34,093.00	\$ 67,193.00	780
Category 300 Public Involvement & Coordination					
301	Transportation Advisory Committee	\$ 11,700.00	\$ 12,051.00	\$ 23,751.00	270
302	Planning Commissions/Committee Meetings	\$ 5,900.00	\$ 6,077.00	\$ 11,977.00	135
303	Public Involvement Plan	\$ 3,535.00	\$ 3,635.00	\$ 7,170.00	95
304	Public Outreach	\$ 9,000.00	\$ 9,270.00	\$ 18,270.00	265
300 Sub Total		\$ 30,135.00	\$ 31,033.00	\$ 61,168.00	765
Category 400 Plan Support					
401	Traffic Counts	\$ 32,200.00	\$ 33,166.00	\$ 65,366.00	1,535
402	Statewide Asset Data Exchange System	\$ 2,000.00	\$ 2,060.00	\$ 4,060.00	50
403	Geographic Information Systems	\$ 7,500.00	\$ 7,725.00	\$ 15,225.00	215
404	Demographics	\$ 3,500.00	\$ 3,605.00	\$ 7,105.00	110
405	Equipment, Supplies and Expenses*	\$ 29,600.00	\$ 35,780.00	\$ 65,380.00	NA
407	Memberships, Subscriptions & Professional Costs*	\$ 1,623.00	\$ 1,623.00	\$ 3,246.00	NA
400 Sub Total		\$ 76,423.00	\$ 83,959.00	\$ 160,382.00	1,910
Category 500 Technical Assistance & Support					
501	Local and Regional Assistance	\$ 35,860.00	\$ 36,935.00	\$ 72,795.00	795
502	Statewide Assistance	\$ 16,140.00	\$ 16,625.00	\$ 32,765.00	370
503	Local Public Agency Program Support	\$ 4,000.00	\$ 4,120.00	\$ 8,120.00	95
504	Special Projects	\$ 23,350.00	\$ 24,000.00	\$ 47,350.00	870
505	Regional Coordinating Councils	\$ -	\$ -	\$ -	NA
506	Transit Assistance	\$ 5,000.00	\$ 5,150.00	\$ 10,150.00	125
500 Sub Total		\$ 84,350.00	\$ 86,830.00	\$ 171,180.00	2,255
Category 600 5305(e) Funded Transit Planning Efforts					
601	Regional Transit Planning Project Assistance*	\$ 88,779.00	\$ -	\$ 88,779.00	565
600 Sub Total		\$ 88,779.00	\$ -	\$ 88,779.00	565
Grand Total		\$ 390,787.00	\$ 316,255.00	\$ 707,042.00	8,170
*Tasks with an asterisk represent task codes that include direct expenses					
Federal Match		\$ 312,629.60	\$ 253,004.00	\$ 565,633.60	
Toll Credits		\$ 39,078.70	\$ 31,625.50	\$ 70,704.20	
Local Match		\$ 39,078.70	\$ 31,625.50	\$ 70,704.20	

100 Administration & Training

Goal: To provide management and support services including accounting, bookkeeping and contract management necessary for the transportation planning program. Staff training is also included in this category and is essential to providing the highest quality professional planning services.

101 Invoices and Accounting

Objective: To complete all requirements related to the development and submittal of reimbursement requests, and to provide all required accounting reports and services necessary to administer the Unified Planning Work Program in compliance with guidelines provided by the NHDOT and the US Department of Transportation (USDOT).

Proposed Activities:

- Document time for each UPWP task for each employee.
- Develop monthly reports, invoices and deliverables.
- Prepare for and maintain records for audits.
- Communicate with NHDOT regarding invoicing and accounting.
- Manage invoicing and accounting associated with consultant technical services including but not limited to activities associated with Task 504 and Task 601.

Deliverables:

- Monthly activity reports with deliverables (12 per year).
- Monthly invoices (12 per year).
- Annual auditor's report, including a review of indirect costs (1 per year).

Task Budget:

FY-2026	FY-2027	Total
\$25,000.00	\$25,750.00	\$50,750.00

102 Program Administration

Objective: To complete activities related to the general administration of the Unified Planning Work Program to ensure compliance with federal and state regulations and to produce quality work products in a timely and efficient manner.

Proposed Activities:

- Manage the SWRPC UPWP and staff to ensure program efficiency.
- Participate in staff meetings regarding general UPWP business.
- Participate in UPWP reviews with NHDOT, FHWA, and FTA.
- Develop mid-term and final reports as requested.
- Work with NHDOT regarding UPWP development activities, adjustments and authorizations for use of funds.
- Plan for the development of the FY 2028-2029 UPWP.
- Maintain contract compliance and monitor status of overall UPWP activities and requirements.
- Manage procurement activities, reporting and invoicing for consultant technical services including but not limited to activities associated with Task 504 and Task 601.

Deliverables:

- Attendance and participation in UPWP meetings as documented in monthly progress reports.
- Feedback on NHDOT, FHWA and/or FTA reviews as necessary.
- Mid-term and Final annual reports (2 reports total).
- Work change order and budget adjustment documentation as necessary.
- Draft FY 2028-2029 UPWP (1 draft report).
- Documentation of equipment and other program purchases as necessary.
- Documentation of training activity backup materials and requests as necessary.
- Procurement documentation including but not limited to Request for Proposals, Request for Qualifications, scoring criteria, independent government estimates, and agreements for consulting technical services including but not limited to activities associated with Task 504 and Task 601.

Task Budget:

FY-2026	FY-2027	Total
\$41,000.00	\$42,230.00	\$83,230.00

103 Training

Objective: To provide training opportunities for staff to increase their knowledge base and improve abilities to provide communities and the State with high quality and state-of-the-art professional transportation planning services. Training activities will meet FHWA guidance on use of planning and research funds for travel, training, conferences and other meetings.

Proposed Activities:

- Participate in conferences, trainings, workshops and off-site webinars as needed. SWRPC will seek authorization from NHDOT to attend any conferences, trainings, workshops or off-site webinars that require travel and are not sponsored by NHDOT, FHWA or FTA. SWRPC will also seek authorization from NHDOT to attend any conferences, trainings, workshops or off-site trainings that requires out-of-state travel and are not included in the remaining description of activities listed below.
- Participate in transportation-related desktop webinars sponsored by groups including but not limited to NHDOT, FHWA, FTA, American Association of State Transportation Officials, Esri, National Association of Development Organizations, National Association of Regional Councils, National Center for Mobility Management, National Center for Safe Routes to School, National Cooperative Highway Research Program, National Highway Institute, New Hampshire Alliance for Healthy Aging, Maryland Department of Planning, National Highway Institute, Smart Growth America, Sustainable City Network, Transportation for America, Transportation Research Board, Tri-State Learning Collaborative on Aging, University of New Hampshire Transfer Technology Center (UNH T2), American Planning Association, and similar organizations.
- Attend and participate in NADO's annual National Regional Transportation Conferences, the annual Northeast Transportation Safety Conferences, the annual New Hampshire Municipal Association Conferences, and transportation-related sessions associated with the Annual Conference of the Northern New England Chapter of the American Planning Association. and the Northeast ARC Users Group Conferences.
- Participate in internal or external trainings applicable to other FY 2026-2027 tasks including but not limited to trainings relating to traffic counting, the Statewide Asset Data Exchange System

(SADES), etc.

- Participate in public facilitation training such as that offered by the University of New Hampshire Carsey School of Public Policy to enhance transportation-related public involvement strategies.
- Participate in transportation-related NH GIS Technical Advisory Committee meetings.
- Review and research transportation-related literature and news in order to stay current with the industry and maintain state-of-the-art knowledge and capability of professional staff.

Exhibit 7: Direct Expenses Budget for Task 103*

Item	FY 2026	FY 2027	Total
Travel, Food, Lodging & Registration Fees	\$2,000.00	\$2,060.00	\$4,060.00

**Direct expenses shown above are accounted for in the UPWP Budget shown as Exhibit 6 on page 8.*

Deliverables:

- Documentation of off-site and desktop training activities when training sponsor documentation is available (e.g. slide deck presentations, registration confirmation notices, etc.). Otherwise, documentation will be provided in monthly progress reports.
- Review of transportation literature and news items as documented in monthly progress reports.

Task Budget (including Direct Expenses):

FY 2026	FY 2027	Total
\$12,000.00	\$12,360.00	\$24,360.00

104 Indirect Cost Adjustments

This task description is intentionally left blank.

200 Policy and Planning

Goal: To ensure that transportation plans and policies are reviewed and updated to reflect regional goals, address evolving local concerns and are compatible with State plans and policies.

201 Ten Year Plan

Objective: To assist the Transportation Advisory Committee (TAC), SWRPC Board of Directors and NHDOT in identifying projects of local and regional importance for the Ten-Year Transportation Improvement Plan. This task includes updating and submitting project priorities, and conducting public outreach for the Ten-Year Transportation Improvement Plan (TYP) per the processes established in RSA 228:99 and RSA 240.

Proposed Activities:

- Organize and facilitate the regional TYP project solicitation process.
- Participate in TYP project scoping and development meetings within the region.
- Coordinate with other regional planning commissions on inter-regional projects.

- Research and share TYP evaluation criteria as needed for TYP projects.
- Facilitate local and regional input in the TYP.
- Coordinate the regional TYP update schedule with NHDOT staff.
- Participate in policy-level committees related to the TYP.
- Participate in the TYP hearings sponsored by the Governor's Advisory Council on Intermodal Transportation (GACIT).
- Manage consultant on any engineering services scopes of work (see Task 504) associated with Ten Year Plan project development.

Deliverables:

- Letter and backup materials documenting regional project priorities and associated recommendations for the Ten-Year Transportation Improvement Plan (1 per biennium).
- TYP project applications and TYP evaluation criteria materials (one set).
- Meetings and other work activities related to the TYP as documented in monthly progress reports.

Task Budget:

FY-2026	FY-2027	Total
\$14,000.00	\$14,420.00	\$28,420.00

202 Planning and Environmental Linkages (PEL)

This task description is intentionally left blank.

203 Transportation Planner's Collaborative

Objective: To coordinate and collaborate on planning and policy matters of statewide importance with the New Hampshire Transportation Planners Collaborative (TPC).

Proposed Activities:

- Participate in TPC meetings.
- Assist NHDOT, FHWA and NH regional planning commissions and other identified partners in improving the NH Transportation Planning.
- Participate in sub-committee or work group meetings related to TPC activities as the budget allows.

Deliverables:

- Attendance and participation at meetings and feedback, development and review of planning and policy items as requested by NHDOT and documented in monthly progress reports.

Task Budget:

FY-2026	FY-2027	Total
\$1,300.00	\$1,339.00	\$2,639.00

204 Interagency Consultation

Objective: To participate in interagency consultation meetings as appropriate and assist NHDOT and FHWA with the ongoing maintenance and update of the State Transportation Improvement Program (STIP).

Proposed Activities:

- Participate in monthly Interagency Consultation meetings in conjunction with FHWA, Federal Transit Administration, NHDOT, NH Department of Environmental Services, US Environmental Protection Agency, regional planning commissions and others.
- Review and provide relevant regional input on proposed STIP Administrative Modifications, Amendments and other Interagency Consultation documents.

Deliverables:

- Documentation of SWRPC participation in remote Interagency Consultation meetings (target of 12 per year) as noted in Interagency Consultation monthly meeting notes and monthly progress reports.
- Documentation of review and feedback activities relating to the Interagency Consultation process as noted in monthly progress reports.

Task Budget:

FY:2026	FY:2027	Total
\$2,300.00	\$2,369.00	\$4,669.00

205 Transportation Improvement Program

Objective: To assist the Transportation Advisory Committee (TAC) and SWRPC Board of Directors in developing a revised regional Transportation Improvement Plan (TIP) informed by the regional Ten-Year Plan project solicitation and prioritization process and the Regional Transportation Plan. This task also includes general project monitoring associated with projects in the TIP.

Proposed Activities:

- Examine the region's transportation system needs and determine projects to address needs.
- Conduct project monitoring and participate in project status and update meetings. Project monitoring will include coordination and meeting attendance for transportation projects at various phases of development.
- Review advertising schedules and NHDOT front office agendas and follow up as needed.
- Conduct public outreach related to the development of the regional TIP.

Deliverables:

- One revised regional Transportation Improvement Program.
- Attendance at project meetings for projects in the regional TIP as noted in monthly progress reports.

Task Budget:

FY-2026	FY-2027	Total
\$4,000.00	\$4,120.00	\$8,120.00

206 Congestion Management Plan

This task description is intentionally left blank.

207 Intelligent Transportation System

Objective: To provide planning and policy support relating to the development of Intelligent Transportation System (ITS) solutions for the region and State.

Proposed Activities:

- Attendance and participation in ITS related meetings and events.
- Review of ITS infrastructure options considered for the region or State.

Deliverables:

- Documentation of attendance or participation in ITS related meetings and events as noted in monthly progress reports.
- Documentation of feedback or recommendations on the development of ITS infrastructure affecting the Southwest Region as noted in monthly progress reports, memos, letters or other official communications as necessary.

Task Budget:

FY-2026	FY-2027	Total
\$500.00	\$515.00	\$1,015.00

208 Regional Transportation Plan

Objective: To maintain and update the Southwest Region's Long Range Transportation Plan, "Southwest Connects: Southwest Region Transportation Plan."

Proposed Activities:

- Maintain log of Regional Transportation Plan update recommendations.
- Integrate update of regional TIP into Regional Transportation Plan after the passage of the 2027-2036 Ten Year Transportation Improvement Plan.
- Share information about the Regional Transportation Plan with NHDOT, other Regional Planning Commissions, the SWRPC Transportation Advisory Committee (TAC), Monadnock Alliance for Sustainable Transportation (MAST), Monadnock Regional Coordinating Council (MRCC), and other groups as may be appropriate.
- Work with TAC, MAST and MRCC to implement strategies.

Deliverables:

- One plan updated with new TIP.
- One log of update recommendations.
- Documentation of meetings or other work activities relating to the Regional Transportation Plan as noted in monthly progress reports.

Task Budget:

FY-2026	FY-2027	Total
\$1,500.00	\$1,545.00	\$3,045.00

209 Transportation Conformity

This task description is intentionally left blank.

210 State Long Range Plan

Objective: To participate in NHDOT's coordinated effort to update the State Long Range Transportation Plan (LRTP).

Proposed Activities:

- Attend NHDOT meetings on the State LRTP as requested.
- Review materials and provide feedback relating to the State LRTP as requested.
- Assist NHDOT with public outreach and outreach to nonmetropolitan officials relating to the State LRTP as requested.

Deliverables:

- Documentation of attendance and participation at NHDOT meetings relating to the State LRTP in monthly progress reports.
- Documentation of written feedback and outreach assistance activities relating to the State LRTP as noted in monthly progress reports.

Task Budget:

FY-2026	FY-2027	Total
\$1,500.00	\$1,545.00	\$3,045.00

211 Bicycle/Pedestrian Planning

Objective: To support local, regional and State efforts to improve bicycle and pedestrian conditions through policy and planning activities. Note: Bicycle and pedestrian traffic volume collection will be administered under the task code 401 and mapping/data development will be administered under task code 403.

Proposed Activities:

- Attend local, regional or State bicycle or pedestrian focused discussions and meetings including meetings of the Monadnock Region Rail Trails Collaborative, the Wantastiquet to Monadnock Trail Coalition, the Keene Bicycle and Pedestrian Pathway Advisory Committee and others as necessary.
- Coordinate with local, regional or State bicycle or pedestrian stakeholders including but not limited to the entities listed above and provide regional facilitation and information sharing services as needed relating to regional rail trail development and plan implementation as well as complete streets policy and design guidelines development and implementation.
- Research and share pedestrian or bicycle planning or policy resources with local, regional or State partners.

Deliverables:

- Documentation of attendance and participation in discussions and meetings relating to bicycle/pedestrian planning, including meeting facilitation activities as noted in monthly progress reports.
- Memos, letters or other SWRPC documentation sharing pedestrian or bicycle policy and planning information with local, regional or state partners as necessary.

Task Budget:

FY-2026	FY-2027	Total
\$8,000.00	\$8,240.00	\$16,240.00

300 Public Involvement and Coordination

Goal: To provide meaningful public involvement in all phases of the development of transportation plans, policies, projects, and priorities. This category includes informing the public about topical transportation planning policy developments, including any federal or State transportation highway laws as well as ensuring the coordination of municipal, regional, and Statewide land use and transportation planning processes.

301 Transportation Advisory Committee

Objective: To provide organizational, administrative and technical support to the Southwest Region Transportation Advisory Committee (TAC) and to encourage increased public participation in both municipal and regional forums on transportation policy decisions.

Proposed Activities:

- Facilitate no less than six Transportation Advisory Committee (TAC) meetings annually.
- Develop TAC meeting agendas, summaries, and other supporting documents.
- Assist the TAC in reviewing Ten Year Plan projects, as well as competitive grant projects that are part of Transportation Alternatives, Congestion Mitigation and Air Quality or other competitive grant programs in which NHDOT requests RPC input.
- Work with the TAC to provide feedback to NHDOT and USDOT on policy and planning matters.
- Work with the TAC to provide feedback as necessary on SWRPC Transportation Program policy and planning matters.
- Monitor the activities of neighboring regional transportation advisory committees and attend meetings as warranted.
- Educate the TAC on key transportation planning concepts as well as other UPWP program activities as necessary.

Deliverables

- TAC meeting agendas, summaries and other supporting documents (at least 6 per year).
- Documentation of feedback to NHDOT, USDOT and the SWRPC Transportation Program's policy and planning matters as necessary.
- Recommendations for Ten Year Plan projects, as well as competitive grant projects that are part of Transportation Alternatives, Congestion Mitigation and Air Quality or other competitive grant programs in which NHDOT requests RPC input as necessary.
- Minutes from other Regional Planning Commission TAC meetings showing SWRPC attendance.
- Other TAC activities as noted in monthly progress reports.

Task Budget:

FY 2026	FY 2027	Total
\$11,700.00	\$12,051.00	\$23,751.00

302 Planning Commission/Committee Meetings

Objective: To provide transportation planning assistance to the Southwest Region Planning Commission and subcommittees of the Planning Commission.

Proposed Activities:

- Meet with the SWRPC Board of Directors on transportation planning and/or UPWP business at least 10 times per year.
- Develop and execute transportation planning and/or UPWP-related presentations for Commission audiences as appropriate during meetings and special events.
- Develop and implement transportation planning and/or UPWP-related presentations or other technical assistance to SWRPC subcommittees.
- Provide other transportation technical assistance to the Planning Commission as needed.
- Coordinate with the SWRPC Board of Directors on the TAC roster, bylaws, etc. as needed.

Deliverables:

- Agendas, summaries, flyers, presentations and other communication mediums which are evidence of information sharing and discussion about important transportation topics as necessary.

- Documentation of staff participation in Commission or Committee meetings as noted in monthly progress reports.

Task Budget:

FY 2026	FY 2027	Total
\$5,900.00	\$6,077.00	\$11,977.00

303 Public Involvement Plan

Objective: To maintain the SWRPC Public Involvement Plan and integrate guidance into all tasks conducted for the FY 2026-2026 UPWP. The Public Involvement Plan was last updated by SWRPC in FY 2021. This task also involves developing and maintaining a Title VI Plan.

Proposed Activities:

- Develop and maintain a Title VI Plan.
- Use the public involvement plan to guide SWRPC transportation planning activities as appropriate.
- Update the Public Involvement Plan.
- Examine opportunities to link Public Involvement Plan with other on-going planning activities and plans.

Deliverables:

- Title VI Plan.
- Documentation on use of Public Involvement Plan in monthly progress reports.

Task Budget:

FY 2026	FY 2027	Total
\$3,535.00	\$3,635.00	\$7,170.00

304 Public Outreach

Objective: To facilitate information sharing with the general public regarding transportation planning, policymaking and coordination topics as well as project development and implementation. This task includes facilitating communication and dialogue between the public and SWRPC, NHDOT and USDOT on transportation matters. This task also includes any public outreach that is not specifically related to another task in the FY2026-2027 UPWP.

Proposed Activities:

- Maintain and enhance the SWRPC website as a source of transportation information.
- Create transportation content for a target of eight newsletters and sixteen e-newsletters annually.
- Post transportation meetings and news items on SWRPC social media.
- Maintain and enhance web-based interactive map gallery showing regional transportation information.
- Explore new innovative public outreach techniques such as story maps, podcasts, blogs, video, etc.

- Conduct meetings with local Select Boards, Planning Boards and/or municipal committees or staff to discuss transportation planning topics and current regional and statewide transportation planning efforts as warranted.
- Educate communities about the importance of implementing transportation plans including the Southwest Region Transportation Plan, Regional Transportation Improvement Program, corridor and transit feasibility studies and public transit-human service coordination plans.
- Continue to explore ways to increase participation in the transportation planning process by those with special transportation needs, including low-income, youth, elderly, disabled citizens, and minority populations.
- Continue to work cooperatively with communities to raise public awareness of key transportation planning concepts, including proactive infrastructure maintenance, asset management, context sensitive solutions, access management, transportation demand management, Safe Routes to School, alternative modes of transportation, corridor planning, and the relationship between land development and travel demand management.
- Develop and submit press releases on transportation issues, topics and events as necessary.
- Generally promote transportation planning related information, progress and status updates.

Deliverables:

- Up-to-date SWRPC website as necessary, including:
 - Posting meeting agendas in advance of transportation-related meetings.
 - Posting meeting minutes for TAC and other public meetings.
 - Posting membership/rules of procedure for transportation related committees.
 - Posting topical transportation planning documents.
 - Posting presentations given at TAC and other public meetings.
- Periodic newsletters and/or transportation-related entries in SWRPC's monthly newsletter (target of 8 per year) and e-newsletters as transportation-related content is available (target of 16 per year).
- Periodic social media posts of transportation-related information as necessary.
- Press releases and press stories as necessary.
- Public outreach on transportation planning issues of regional importance as evidenced by flyers, email distribution lists, letters, annual reports, and other written communication as necessary.
- Presentations, agendas and minutes documenting information sharing with local Select Boards and Planning Boards as necessary.
- Online map gallery showing transportation planning content.
- Other public outreach activities as documented in monthly progress reports.

Task Budget:

FY-2026	FY-2027	Total
\$9,000.00	\$9,270.00	\$18,270.00

305 Policy Committees

This task description is intentionally left blank.

400 Plan Support

Goal: To support the development of municipal, regional, and statewide transportation plans, policies and management systems by collecting, updating and maintaining a comprehensive set of traffic, transportation asset, demographic, economic and other data using databases and Geographic Information Systems (GIS) for use in transportation planning efforts.

401 Traffic Counts

Objective: To collect, analyze, and present traffic volume, speed, vehicle classification, turning movement and non-motorized data for use in NHDOT project development, HPMS submittals to FHWA, statewide traffic volume database development, District IV needs and for local and regional transportation planning.

Proposed Activities:

Administration

- Maintain the software and equipment necessary for the traffic data collection program.
- Conduct data analyses when warranted.
- Provide oversight of traffic research activities and staff participation. Training activities will be undertaken through Task 103.
- Make improvements to the SWRPC traffic research database with goal of permanently deleting records of traffic counts with known errors or discrepancies and organizing/indexing locations, years, and types of data collection.

Traffic counts for Bureau of Traffic

- Collect traffic volume data at locations as assigned by NHDOT (estimated around 180 counts per year) throughout the region annually to support statewide, regional, and local transportation planning needs.

Traffic counts for Municipalities

- Conduct limited traffic research for municipalities for master plan updates and investigating questions about traffic patterns as warranted. The creation of memos and letters summarizing traffic count analyses and next steps will be charged to Task 501.

Project Based Traffic Research

- Data collection for assessment of Ten Year Plan projects or state discretionary grant programs as needed.

Freight Traffic Research

- Collect and analyze locations throughout the region annually to support regional and local transportation planning needs that are not already identified as part of the sites for Highway Performance Management System sites.

Bicycle and Pedestrian Counts

- Collect and analyze target of 10 locations annually to support regional and local transportation planning needs.

Deliverables:

- Completed vehicle and freight traffic counts as described above.
- Intersection turning movement data and information as described above.
- Bicycle and pedestrian traffic data as described above.

- Traffic count activities as documented in monthly progress reports.

Task Budget:

FY 2026	FY 2027	Total
\$32,200.00	\$33,166.00	\$65,366.00

402 Statewide Asset Data Exchange System

Objective: To collaborate with all Regional Planning Commissions (RPCs) and NHDOT with the assistance of the UNH T2 LTAP center staff to carry out Statewide Asset Data Exchange System (SADES) activities including but not limited to the Road Surface Management System (RSMS), road/stream crossing culvert data collection, Culvert and Closed Drainage System (CCDS), pedestrian and crosswalk facility data collection and other asset management data collection activities.

Proposed Activities:

- Maintain the software and equipment necessary for the SADES data collection program.
- Participate in meetings with NHDOT, UNH T2, and RPC partners as necessary to ensure a quality SADES program. Training activities will be undertaken through Task 103.
- Provide oversight of SADES activities and staff participation. Training activities will be undertaken through Task 103.
- Coordinate with towns to develop scopes of work for SADES-related services.
- Outreach to communities about SADES program activities including development of outreach materials and meetings with municipal staff and elected officials.
- Conduct coordination activities with those communities as they approach their horizon for performing road condition updates under the RSMS program.
- Field work collecting SADES data and data processing.
- Quality assurance/quality control for SADES data and data uploads to UNH T2.
- Conduct additional meetings as necessary with municipal staff regarding data quality, road categorization, forecasting and scenario planning if required following individual projects.
- Individual SADES related projects will be funded under Task 504: Special Projects.

Deliverables:

- Documentation of SADES related activities as noted in monthly progress reports.

Task Budget:

FY 2026	FY 2027	Total
\$2,000.00	\$2,060.00	\$4,060.00

403 Geographic Information Systems

Objective: To develop and maintain transportation-related data in SWRPC's internal and public facing geographic information system in order to support transportation.

Proposed Activities:

Geographic Information System Management, Administration & Technical Assistance

- Activities devoted to the development, organization, analysis and maintenance of transportation-related data into SWRPC's and member municipalities systems in order to support transportation planning including but not limited to:
 - Road, intersection, sidewalk, pathway, Strava data, rail, transit, airport and transportation asset layers and attributes;
 - Parcel, land use, zoning, employment, and housing layers and attributes;
 - Performance standard data; and
 - Historic, cultural and environmental resource layers and attributes.
- Provide assistance to municipalities with annual Highway Block Grant Aid map updates as requested. Examples of assistance may include redrawing local roads on maps or determining the exact mileage of local roads.

Map Development

- Assist municipalities, partner organizations, and transit agencies with transportation-related mapping requests as needed.
- Develop maps for web-based interactive map gallery (see Task 304).
- Develop maps depicting broadband service coverage to document adequacy and need for internet service. Such maps can be utilized to enhance integration of mobile internet access along the region's road and transportation facilities network.

Deliverables:

- Documentation of activities leading to enhanced municipal and regional transportation-related regional/geographic information system as noted in monthly progress reports.
- Completed transportation-related maps as necessary.

Task Budget:

FY 2026	FY 2027	Total
\$7,500.00	\$7,725.00	\$15,225.00

404 Demographics

Objective: To collect, maintain, process and report and/or disseminate demographic and socio-economic information essential for transportation planning activities.

Proposed Activities:

- Activities relating to the collection, maintenance, processing and reporting or dissemination of data regarding demographic and socioeconomic trends that relate to transportation including but not limited to aspects of the Census, Bureau of Labor Statistics, NH Office of Strategic Initiatives, Department of Employment Security and other associated data.

Deliverables:

- Documentation of activities leading to an enhanced regional information database containing up to date and relevant summaries of demographic and economic information for transportation planning as noted in monthly progress reports.
- Reports or tables, charts or figures reflecting demographic and socio-economic information.

Task Budget:

FY 2026	FY 2027	Total
\$3,500.00	\$3,605.00	\$7,105.00

405 Equipment, Supplies & Expenses

Objective: To purchase, maintain, and update equipment and software as necessary to complete the transportation planning tasks outlined in the UPWP, as well as cover miscellaneous program and travel expenses associated with the UPWP. Equipment identified herein shall be used only for transportation planning purposes. Training related travel will be undertaken through Task 103.

Proposed Equipment, Supplies and Expenses:

- A listing of all proposed equipment, supplies and expenses are shown on the following page in Exhibit 9.
- The list of expenses includes procurement of on-call engineering services in support of transportation planning efforts throughout the SWRPC region. The efforts include scoping and developing preliminary cost estimates for transportation improvement projects that may be funded with local, state or federal funds (including Federal Highway Administration and Federal Transit Administration). More specifically, on call-engineering services would include:
 - Developing improvement concepts and providing planning-level engineering assistance for proposed transportation projects in the SWRPC region;
 - Preparing preliminary cost estimates for projects and/or alternatives within projects; and
 - Meeting with representatives of SWRPC member communities and staff on an as- needed basis to discuss work products.

Exhibit 8: Direct Expenses Budget for Task 405

Item	FY-2026	FY, 2027	Total
2 Automatic Traffic Counters	\$ -	\$ 2,600.00	\$ 2,600.00
2 Laptops	-	3,600.00	3,600.00
4 Monitors with 2 dual monitor stands	-	650.00	650.00
2 Standing Desk Converters	800.00	-	800.00
Miscellaneous Supplies	3,800.00	3,700.00	7,500.00
Travel (not related to 103 Training)	1,500.00	1,550.00	3,050.00
Vehicle Maintenance, Registration, Insurance, Fuel, etc	5,500.00	5,665.00	11,165.00
Postage, Advertising, etc	500.00	515.00	1,015.00
Engineering Services	17,500.00	17,500.00	35,000.00
Totals	\$29,600.00	\$35,780.00	\$65,380.00

Deliverables:

- Engineering services deliverables will include drawings, plans, memos, cost-estimates and other products assigned from the engineering consultant.
- Demonstration of procurement activities, invoices and receipts will be submitted for all 405 expenses.

Task Budget (same as direct expenses budget):

FY 2026	FY 2027	Total
\$29,600.00	\$35,780.00	\$65,380.00

406 Transportation Model

This task description is intentionally left blank.

407 Memberships, Subscriptions & Professional Costs

Objective: To enable staff to enroll as members and subscribe to literature and other services offered by professional organizations involved in transportation planning. Membership, subscription and other professional activity costs that are not outlined below will be detailed during the course of the UPWP for review, consideration and authorization by NHDOT prior to any individual expenditure.

Exhibit 9: Direct Expenses Budget for Task 407

Item	FY 2026	FY 2027	Total
APA Membership Dues	373.00	373.00	746.00
Annual ESRI License & ESRI Credits	1,250.00	1,250.00	2,500.00
Total	\$1,623.00	\$1,623.00	\$3,246.00

**Direct expenses shown above are accounted for in the UPWP Budget shown as Exhibit 6 on page 8.*

Deliverables:

- Invoices and receipts will be submitted for all 407 expenses.

Task Budget (same as direct expenses budget):

FY 2026	FY 2027	Total
\$1,623.00	\$1,623.00	\$3,246.00

500 Technical Assistance and Support

Goal: To provide technical assistance and coordinate activities with municipalities, state agencies, state appointed commissions and committees, other regional planning agencies, local partner organizations, and transit agencies toward transportation planning goals and objectives.

501 Local and Regional Assistance

Objective: To further local and regional goals and objectives toward a better regional transportation network through local and regional collaboration and providing small-scale and periodic technical assistance to municipalities and local partner organizations on transportation-related topics and project implementation. This task includes regional coordination with bordering regions including those in Vermont and Massachusetts and regional travel demand management organizations.

Proposed Activities:

- Provide transportation-related technical assistance to municipalities and partner organizations.
- Provide technical assistance for transportation chapters and transportation-related implementation sections of municipal master plans.
- Facilitate local and regional meetings related to transportation plans, policies, or projects.
- Assist municipalities and local partner organizations in implementing transportation plans, access management memoranda of understanding, and other transportation related technical assistance initiatives.
- Assist municipalities that express interest in Complete Streets to move toward incorporating such measures as developing complete streets policies and design guidelines.
- Provide technical assistance in promoting Safe Routes to Schools concepts up to and including developing SRTS action plans.
- Provide available transportation-related data and information, on request, to member municipalities and partner organizations.
- Using information gathered in Task 202, assist municipalities interested in promoting alternative surface transportation fuels for related issues including but not limited to the appropriate siting of fueling stations and local policy development (e.g. parking ordinances, permitting, integration into development plans, procurement guidance, etc.)
- Using information gathered in Task 202, assist municipalities with micromobility issues including but not limited to facility design and management and policy development.
- Participate in miscellaneous transportation planning efforts such as the Tri State Partnership with Franklin County Council of Governments (MA) and Windham Regional Commission (VT), initiative to explore transit and intercity bus service development, Vilas Bridge rehabilitation coordination assistance, follow up on the SWRPC study analyzing the potential for a multi-modal transportation center, providing technical assistance on transportation issues relating to changing demographics, freight transportation-related issues, etc.
- Pursue and participate in transportation initiatives designed to implement the National Roadway Safety Strategy, including Safe Streets and Routes for All (SS4A).
- Provide area stakeholders with travel demand management technical assistance.

- Provide short and long-range planning support for regional travel demand management organizations.
- Participate in initiatives and on committees that benefit from SWRPC participation on transportation-related issues (e.g. Healthy Monadnock, the Leadership Council for Healthy Monadnock, Tri-State Partnership (Southwest NH, Southeast VT, Franklin County MA), local municipal committees, chambers of commerce, etc.).
- Study and better understand transportation/social wellbeing, transportation/environmental and transportation/economic vitality relationships.
- Provide professional planning services to municipalities in reviewing development proposals for potential impacts on municipally and/or State-maintained infrastructure, identify areas of concern related to development proposals including energy infrastructure and facilities proposals, and their impacts on the regional transportation network and recommend measures to mitigate potential development impacts on the regional transportation network.
- Work related to implementing transportation-related goals, objectives and strategies from the Monadnock Region Future plan.
- Local and regional hazard mitigation planning activities to protect local and state transportation infrastructure.
- Follow up planning activities associated with SWRPC's 2024-2025 Vulnerability Assessment to inform future projects.

Deliverables:

- Agendas, minutes, written communication and presentations demonstrating technical assistance to local and regional partners as necessary.
- Transportation chapters and new content for transportation-related strategies in implementation chapters of master plans (target of up to 2 municipalities per year).
- Documentation of local and regional technical assistance activities through monthly progress reports.

Task Budget:

FY 2026	FY 2027	Total
\$35,860.00	\$36,935.00	\$72,795.00

502 Statewide Assistance

Objective: To further regional and state goals and objectives toward a better regional transportation network by participating in statewide initiatives and providing technical assistance for projects, plans, and committees that affect the State of New Hampshire.

Proposed Activities:

- Provide support to State Committees on transportation planning issues or programs (e.g. State Highway Safety Improvement Program Committee, the Public-Private Partnership Infrastructure Oversight Commission, Statewide Freight Advisory Committee, State Complete Streets Advisory Committee, etc.).
- Coordinate with New Hampshire Regional Planning Commissions and others to collaborate with the NHDOT on transportation planning efforts of statewide importance (e.g. Strategic Highway Safety Plan).

- Participate in miscellaneous statewide efforts not associated with other specific tasks in the UPWP (State Coordinating Council, New Hampshire Rail Transit Authority, New Hampshire Transit Association, CommuteSmart NH, etc.).
- Assist NHDOT with administration, research, event planning and other support tasks for project advisory committee and other similar efforts as needed.
- Assist NHDOT in communications and coordination with local and regional stakeholders including municipalities.
- Assist the NHDOT Bureau of Traffic in scoping large-scale developments to fully enumerate potential traffic impacts and ensure recognition of the transportation/land-use dynamic.
- Assist the NHDOT Bureau of Environment by responding to initial contact letters for projects re: impacts to potential environmental, social or cultural resources.

Deliverables:

- Agendas, minutes, written communication, presentations, maps and other planning- related documentation demonstrating SWRPC technical assistance, support and participation in State transportation planning activities as necessary.
- Documentation of statewide technical assistance activities through monthly progress reports.

Task Budget:

FY:2026	FY:2027	Total
\$16,140.00	\$16,625.00	\$32,765.00

503 Local Public Agency Program Support

Objective: To assist communities in the Southwest New Hampshire region in applying for or managing Local Public Agency transportation projects. This task includes assisting area communities and non-profits in applying for transportation-improvement related grants. SWRPC also plans to explore the opportunity to apply for a regional Safe Routes 4 All discretionary grant.

Proposed Activities:

General Local Public Agency Program Support

- Provide municipalities with information and assistance in identifying needs, conducting public outreach efforts, and developing program-specific grant applications for transportation projects including but not limited to discretionary grant programs offered by USDOT.
- Manage consultant on any engineering services scopes of work (see Task 504) associated with local public agency program support activities.
- Explore the opportunity to apply for a regional Safe Routes 4 All discretionary grant and submit a proposal if determined that it is feasible.

Transportation Alternatives Program (TAP)

- Assist communities in identifying transportation needs, executing public outreach efforts, and developing TAP project applications.

Congestion Mitigation Air Quality Program (CMAQ)

- Assist communities in identifying transportation needs, executing public outreach efforts, and developing CMAQ project applications.

State Aid Bridge Program (SAB)

- Assist communities in identifying potential State Aid Bridge projects and developing State Aid Bridge project applications.

Highway Safety Improvement Program (HSIP)

- Assist communities in identifying potential HSIP projects and developing HSIP-related project applications (e.g. Road Safety Audit applications).

Recreational Trails Program (RTP)

- Assist communities in identifying potential RTP projects and developing RTP project applications.

Deliverables:

- Municipal applications that benefited from SWRPC technical assistance associated with the TAP, CMAW, SAB, HSIP, RTP or other discretionary grant programs as necessary.
- Documentation of local planning agency technical assistance activities as noted in monthly progress reports.

Task Budget:

FY 2026	FY 2027	Total
\$4,000.00	\$4,120.00	\$8,120.00

504 Special Projects

Objective: To administer special transportation planning services as needed or requested that further local, regional or state policy and planning goals and objectives and are not associated with other tasks in the UPWP. The Special Projects budget shall be used for fairly specific development and technical assistance needs. Special Projects funding may be used to assist municipalities, local partner organizations, or transit agencies with efforts involving sustained work and/or substantial staff time.

As potential special projects may arise, SWRPC will seek approval from NHDOT to utilize funds under this task before work begins. Examples of current projects that are under consideration are assisting with municipalities with SADES related activities (road surface management system plans, stream crossing assessments, closed culvert assessments, pedestrian inventories, etc.) local roadway safety plans and developing a Regional Rail Trail Plan and technical assistance to the City of Keene on its Bicycle and Pedestrian Plan update. SWRPC understands that NHDOT must provide written approval (including e-mail authorization) to expend Special Projects funds before the funds may be expended.

Deliverables:

- All deliverables will be discussed with and pre-approved by NHDOT before project initiation.

Task Budget:

FY 2026	FY 2027	Total
\$23,350.00	\$24,000.00	\$47,350.00

505 Regional Coordinating Councils

Objective: To provide the necessary organizational, administrative and technical support for the Monadnock Region Coordinating Council (MRCC).

Proposed Activities:

- Provide technical Assistance at periodic MRCC meetings.
- Provide assistance to subcommittees of MRCC to produce meeting agendas, summaries, and other supporting documents as required.
- Perform troubleshooting, coordination support and other liaison activities between lead agencies, transportation providers, NHDOT and the MRCC.
- Provide limited technical assistance to MRCC in implementing work plan as well as implementing actions recommended by the State Coordinating Council.
- Assist MRCC in applying for grants and ensuring coordination activities are consistent with the Coordinated Plan for Southwest New Hampshire.
- Provide guidance with aligning MRCC activities with regional initiatives that have community transportation components (e.g., age-focused planning, youth transportation planning, microtransit planning and volunteer-driver program enhancement planning).

Deliverables:

- Agendas, minutes, written communication, presentations, maps and other planning products demonstrating assistance to the MRCC (target of 8 meetings per year).
- Documentation of MRCC technical assistance activities as noted in monthly progress reports.

Task Budget:

FY 2026	FY 2027	Total
-	-	-

Note: As of April 2025, SWRPC anticipates that there will be enough funding from other sources to provide support services to the Monadnock Regional Coordinating Council. As such, Task 505 activities are currently listed as a placeholder without a budget.

506 Transit Assistance

Objective: To further local, regional and state goals and objectives toward a better regional transportation network through collaboration and providing small-scale and periodic technical assistance to local transit agencies. This task includes support and technical assistance to regional transit operators and providers in cases where technical assistance does not constitute a special project (504) or regional coordinating council technical assistance (505). Assistance to rideshare, volunteer driver and intercity bus programs is considered part of transit in the definitions of this task. Map development activities will be undertaken through Task 403.

Proposed Activities:

- Provide transit planning technical assistance to local public transportation agencies as well as municipalities or other organizations seeking transit related services.

- Provide transit agencies as well as municipalities or other organizations seeking transit related services with information and assistance in identifying needs, conducting public outreach efforts, and developing program-specific grant applications.
- Assist local transit agencies as well as municipalities or other organizations seeking transit related services in implementing transit plans and projects.
- Provide data feed services to transfer and update public transit information and route information on the web.
- Participate on transit committees as appropriate.
- Manage consultant on any engineering services scopes of work (see Task 504) associated with Transit Assistance related project development.

Deliverables:

- Agendas, minutes, written communication, presentations and other products demonstrating transit assistance as necessary.
- Documentation of transit-related technical assistance activities as noted in monthly progress reports.

Task Budget:

FY 2026	FY 2027	Total
\$5,000.00	\$5,150.00	\$10,150.00

600 5305(e) Funded Transit Planning Efforts

Goal: To provide technical assistance and coordinate activities with transit agencies, municipalities, and local partner organizations toward transit planning goals and objectives.

601 Regional Transit Planning Technical Assistance

Objective: To provide the new regional transit sponsor with the necessary support to manage the many details required to successfully launch, operationalize, and operate the system. Among the key challenges to be addressed by the sponsor are establishing a new microtransit service, securing the increased funding and local match needed to support expanded transit services, and conducting a robust community engagement and marketing campaign to attract riders to use the system. For more detailed information about study objectives, activities and deliverables, refer to Appendix B.

Proposed Activities:

- Administer the planning funds that will be used to manage the planning effort.
- Assist the transit sponsor in utilizing information from the *Next Generation Transit Project Implementation Plan* to compile, refine and help implement final maintenance and operations information for the proposed service.
- Assist the transit sponsor in utilizing information from the *Next Generation Transit Project Implementation Plan* to research and prepare for the procurement of microtransit-related software and hardware, including the potential to share software platform with other transit partners.
- Assist the transit sponsor in developing governance structure and policies as needed.
- Assist the transit sponsor with outreach and education activities recommended in the *Next Generation Transit Project Implementation Plan*.

Exhibit 10: Direct Expenses Budget for Task 601

Item	FY-2026	FY-2027	Total
Transit Consultant Services	\$30,000.00	\$0.00	\$30,000.00
Marketing Consultant Services	\$10,000.00	\$0.00	\$10,000.00
Supplies, Ad Buys & Training	\$500.00	\$0.00	\$500.00

**Direct expenses shown above are accounted for in the UPWP Budget shown as Exhibit 7 on page 10.*

Deliverables:

- Development of an RfP for a transit consultant along with documentation of procurement process.
- Final agreement with transit consultant.
- UPWP monthly progress reports describing project administrative/management activities.
- Memos addressed to the transit sponsor relating to maintenance and operations research or transition plans.
- Evidence of trainings.
- Final maintenance and operations information for proposed service is compiled as required by application for FY2027 Section 5311 funding, Section 5310 funding and any other identified funding opportunities. Deliverables will be evidence of final draft applications for funding prepared for transit sponsor.
- Memos addressed to the transit sponsor relating to microtransit-related software and hardware research.
- Draft request for bid document to acquire microtransit-related software and hardware.
- Memos addressed to the transit sponsor relating to research activities listed above.
- Final draft policies or other governing or incorporating documents for transit sponsor.
- Memos addressed to the transit sponsor relating to outreach and education activities.
- Marketing materials.

Task Budget (includes direct expenses above):

FY-2026	FY-2027	Total
\$88,797.00	\$0.00	\$88,797.00

Appendix A:

SWRPC Employee Billing Rates as of 3/14/25

Employee Title	Indirect Billing Rate
Executive Director	\$96.02
Assistant Director (Program Manager)	\$89.09
Senior Project Manager	\$76.71
Office Manager	\$65.71
Senior Planner	\$61.87
Planner I	\$53.45
Associate Planner	\$50.49
Planner II	\$47.02
Office Support Specialist	\$17.77
Field Research Specialist I	\$32.81
Field Research Specialist II	\$28.96
Intern I	\$26.06
Intern II	\$25.09

Appendix B:

**Regional Transit Planning Technical Assistance
Scope of Work and Budget Details – 5305(e) project**



**PLANNING FOR AN IMPROVED SOUTHWEST NH TRANSIT SYSTEM
PLANNING SUPPORT TO ASSIST WITH IMPLEMENTATION**

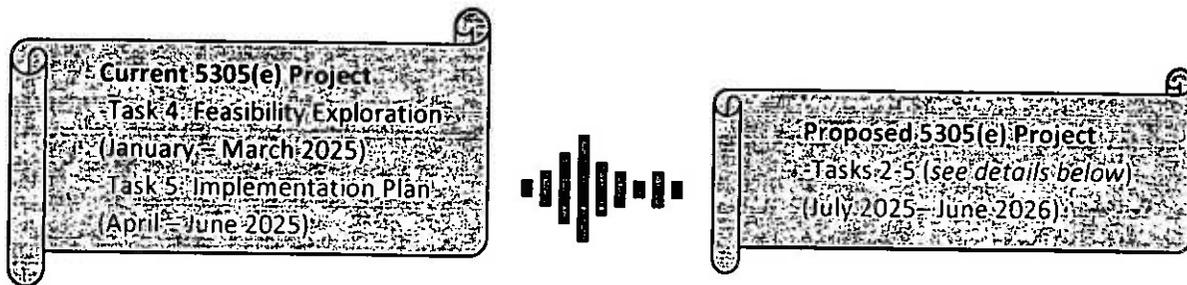
Project Contact: J. B. Mack, Assistant Director, (603) 357-0557, jbmack@swrpc.org
Submitted on January 27, 2025

SCOPE OF WORK

At the time of writing, the Southwest Region Planning Commission (SWRPC), Monadnock Regional Coordinating Council for Community Transportation (MRCC) and Steadman Hill Consulting, Inc. are just beginning the fourth of five phases on our current FTA Section 5305(e) planning project: *Planning for an Improved Southwest NH Transit System – Operating Model and Governance Structure*. Task 4 is a matchmaking feasibility effort that involves meeting with prospective partners that we have determined are the best fit for operating an overhauled/redesigned regional transit service and assessing their interest. The final task, Task 5, will involve the development of an implementation plan for the optimal prospective transit sponsor. Given past discussions with Home Healthcare, Hospice and Community Services (HCS), it is unlikely they will be the provider of such a service because some of the goals and characteristics of the proposed service are beyond their capacity, experience and expertise.¹ Prospective *transit sponsors* for the new service are currently Cheshire County, a joint powers agreement between municipalities and potentially other governmental units, a specially State designated entity (e.g. COAST), or a nonprofit (potentially a newly dedicated organization).²

Since there is a high likelihood that the preferred transit sponsor will be newly transitioning into the role as a principal transit provider in the Monadnock Region and starting service from scratch, that new entity will need a good deal of support to prepare a service that would begin at the earliest in SFY 2027. Much of the work that needs to be done will be defined in more concrete detail when Task 5 of the current project is completed. Although the Implementation Plan is yet to be written, we are certain that the work of the Plan will recommend planning-level work to help stand up the future transit service. The objective of this proposal is to provide the transit sponsor with the resources they need to plan for the complexity of a new overhauled transit system following the Implementation Plan’s guidance (see Figure 1).

Figure 1: Relationship Between Current and Proposed 5305(e) Projects



¹ For instance, the transit sponsor would need to be open to expanding transit services in the Monadnock Region over time, but HCS has already signaled that it does not have the desire or capacity to expand its current services.

² Municipalities that are likely to start a joint powers agreement would include Keene, Swanzey and Marlborough. Other nonprofits that we are approaching to be considered as a transit sponsor include Southwestern Community Services, the Moover, Community Volunteer Transportation Company or a newly created nonprofit organization.



Following is a project organizational chart and the proposed Tasks for the 5305(e) project.

Figure 2: Project Organizational Chart



Task 1: Project Administration/Management

SWRPC will administer the planning funds that will be used to manage the planning effort.

Examples of Task 1 activities include, but are not necessarily limited to:

- With transit sponsor, administer a Request for Proposals (RfP) process to procure a transit consultant to assist with the project. SWRPC will follow applicable federal guidelines and coordinate with NHDOT to obtain all necessary approvals.
- Procure marketing/advertising services to promote the service.
- Meet periodically on the project internally, with the transit sponsor, and with the transit consultant on administration or management matters.
- Report to NHDOT regarding project progress through monthly UPWP progress reports and invoicing.
- Review and manage transit consultant invoices, progress reports and deliverables.

Outputs/deliverables associated with this task include:

- Development of an RfP for a transit consultant along with documentation of procurement process.
- Final agreement with transit consultant.
- UPWP monthly progress reports describing project administrative/management activities.

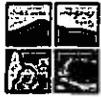
Task 2: Maintenance and Operations Planning Technical Assistance

SWRPC and the transit consultant will assist the transit sponsor in utilizing information from the Implementation Plan to compile, refine and help implement final maintenance and operations information for the proposed service.

Examples of Task 2 activities include but are not necessarily limited to:

- Prepare for, facilitate and follow-up meetings with transit sponsor and transit consultant on topics relating to final plan for operations and maintenance.
- Conduct research to inform final plan for operations and maintenance.
- Arrange asset and staff transition plans with HCS or other transit providers if necessary.
- Coordinate and pay for maintenance and operations training for the transit sponsor as needed.

Outputs/deliverables associated with this task are anticipated to include:



- Memos addressed to the transit sponsor relating to maintenance and operations research or transition plans.
- Evidence of trainings.
- Final maintenance and operations information for proposed service is compiled as required by application for FY2027 Section 5311 funding, Section 5310 funding and any other identified funding opportunities. Deliverables will be evidence of final draft applications for funding prepared for transit sponsor.

Task 3: Microtransit Software and Hardware Research & Procurement Technical Assistance

SWRPC and the transit consultant will assist the transit sponsor in utilizing information from the Implementation Plan to research and prepare for the procurement of microtransit-related software and hardware, including the potential to share software platform with other transit partners.

Examples of Task 3 activities include but are not necessarily limited to:

- Prepare for, facilitate and follow-up on meetings with transit sponsor and transit consultant on topics relating to microtransit-related software and hardware and its procurement.
- Conduct research to inform final procurement.

Outputs/deliverables associated with this task are anticipated to include:

- Memos addressed to the transit sponsor relating to microtransit-related software and hardware research.
- Draft request for bid document to acquire microtransit-related software and hardware.

Task 4: Governance and Policy Refinement Technical Assistance

SWRPC and the transit consultant will assist the transit sponsor in developing governance structure and policies as needed.

Examples of Task 4 activities, which are contingent on the preferred transit provider, may include but are not necessarily limited to:

- Governing board development activities and research if needed.
- Policy and procedure development activities and research as needed.
- Local match sharing policy and agreement development activities and research if needed.
- Organizational development activities and research if needed.
- Any other governance or policy related activities or research that support the Implementation Plan.

Outputs/deliverables associated with this task are anticipated to include:

- Memos addressed to the transit sponsor relating to research activities listed above.
- Final draft policies or other governing or incorporating documents for transit sponsor.

Task 5: Outreach and Education Technical Assistance

SWRPC and the transit consultant will assist the transit sponsor with outreach and education activities recommended in the Implementation Plan.

Examples of Task 5 activities may include but are not necessarily limited to:



- Meet regularly with the MRCC to provide updates and collect feedback on implementation planning activities.
- Develop general awareness about the new transit service and foster local and regional support from the public, public sector, private sector and nonprofit sector by attending meetings and developing and distributing outreach materials. This work will involve integrating outreach and education activities with those of the MRCC.
- Foster financial local match arrangements or agreements through meetings with prospective partners.
- Arrange for safe pull-off and pull-out areas for the future service area with municipal governments and private property owners.
- Ensure all development activities are transparent and involve the general public including vulnerable populations.

Outputs/deliverables associated with this task are anticipated to include:

- Memos addressed to the transit sponsor relating to outreach and education activities.
- Marketing materials.

PROJECT BUDGET

The requested FTA funds requested for this project are approximately \$80,000. Ten percent toll credit match is being requested for the project. The project budget is attached to the proposal.

PROJECT TIMELINE

The intent of this project is to help the preferred transit sponsor prepare federal funding applications for SFY 2027, which would involve fast tracking the project over the period of one year. SWRPC is prepared to conduct this work within a year's time and there are advantages to doing so because it will maintain the momentum we currently have with the project. However, there are factors outside of SWRPC's control that may require this to be a two-year effort with funding applications prepared for SFY 2028. One such factor is that NHDOT currently requests funding applications on a biennial basis for the FTA funded Section 5310 and 5311 programs and it is unclear what the process is for requesting funding for the second half of the biennium (SFY 2027). Additionally, the preferred transit sponsor may need additional time to prepare for its new role that will not make a year planning process feasible such as the time needed for its budgeting process, the time needed to successfully arrange local match agreements, the time needed to submit articles of incorporation and recruiting a board, etc. The timeframe depicted in the attached budget shows this request for flexibility.

PROJECT JUSTIFICATION

SWRPC, the MRCC and engaged public transportation partners have come together and worked diligently over the past four years to establish a foundation for expanding transit services in the region. Work began with the transit feasibility study which produced a roadmap to phase the expansion of much needed public transit services to more areas and people in the Monadnock Region and has progressed during the current project. By the end of the current project, a governance and operating model will have been selected, most likely a new transit system sponsor identified, and an implementation plan developed to guide the new sponsor through the process of getting the revamped system up and running.



The technical assistance defined in this proposal is designed to provide the new sponsor with the necessary support to manage the many details required to successfully launch, operationalize, and operate the system. Among the key challenges to be addressed by the sponsor are establishing a new microtransit service, securing the increased funding and local match needed to support expanded transit services, and conducting a robust community engagement and marketing campaign to attract riders to use the system.

With all the planning work that has been completed and results achieved to date, the MRCC and partners are poised to establish a "Next Generation" transit system for the Monadnock Region. The new system is designed to better serve existing riders and be more attractive to "Choice Riders", including commuters and those who desire to have the option to use public transportation instead of their personal vehicles. The new system is expected to transform transit services in the Region and projected to:

- Increase ridership from approximately 2,000 passenger trips per month to 8,200,
- Provide transit access to 70% more people and 46% more jobs,
- Provide expanded hours of operation and more convenient ride booking for riders, and
- Provide more direct and faster rides between origin and destination.

The tasks outlined in this proposal are the final steps needed to make the new system a reality.

PROPOSAL'S RELATIONSHIP TO PLANNING EMPHASIS AREAS

This project will address many Federal Transit Administration (FTA) Planning Emphasis Areas. The planning process described in the proposal is consistent with the continuing, cooperative and comprehensive planning process advocated by federal transportation planning regulations. If the project is successful, transit improvements will have a direct or indirect impact on the ten planning factors listed in the federal transportation planning regulations as well. Expanding transit services through establishing new microtransit services would address other Planning Emphasis Areas such as the FTA's recommendation to embrace emerging technologies and their recommendation to improve transit performance measurement tracking and data. Harnessing microtransit technology will provide previously unavailable automated transit performance data. The project will also support local and regional climate adaptation and resilience goals. For instance, the City of Keene's Sustainable Energy Plan (2021) recognizes that ground transportation accounted for almost half (46%) of the City's total greenhouse gas emissions and sets a goal to reduce vehicle miles traveled by promoting more efficient growth patterns where residents can walk, bike or use transit.³ SWRPC's Monadnock Region Future recognizes the importance of transit to climate adaptation and resilience goals including a recommendation to "plan for modes of transportation that address issues of increasing importance such as energy uncertainty, climate change, public health, etc."⁴

³ See pages 2-9, www.keeneenergyplan.com/files/ugd/9ed701_4c9a3a5b579643db8735d564a50ac420.pdf

⁴ See page 78, http://swrpc.org/wp-content/uploads/2021/03/MonadnockRegionFuture_RegionalPlan_FINAL.pdf

Task	Timeframe (In Quarters)								SWRPC Staff Estimated Hours				Estimated Costs
	SFY 26				SFY 27				Executive Director	Assistant Director	Mobility Manager	Planner	
	1	2	3	4	1	2	3	4					
Task 1: Project Administration/ Management									25	40	15	15	\$7,916.75
Task 2: Maintenance and Operations Planning Technical Assistance									0	25	75	75	\$11,989.25
Task 3: Microtransit Software and Hardware Research & Procurement Technical Assistance									0	25	50	50	\$8,735.25
Task 4: Governance and Policy Refinement Technical Assistance									0	25	50	50	\$8,735.25
Task 5: Outreach and Education Technical Assistance									0	25	75	55	\$10,920.25
Total Hours:									25	140	265	245	675
SWRPC Staff Hourly Rate:									\$49.74	\$46.15	\$39.64	\$27.69	
SWRPC Staff INDIRECT Rate %:									1.93%	1.93%	1.93%	1.93%	
SWRPC Staff Hourly Rate (Direct and Indirect)									\$96.03	\$89.09	\$76.71	\$53.45	
Cost of Labor (Direct&Indirect) Subtotal:									\$1,267	\$6,586	\$10,707	\$6,915	\$48,296.75
Direct Expenses													
Transit Consultant													\$30,000.00
Marketing Consultant Services													\$10,000.00
Outreach and Education Supplies, Facebook Ad buys and Training Fees													\$500.00
Direct Expenses Subtotal:									\$0	\$0	\$0	\$0	\$40,500.00
Total Project Cost:									\$1,267	\$6,586	\$10,707	\$6,915	\$88,796.75

MATCH CALCULATION - 20% CASH MATCH ONLY (hide rows 19-22 if requesting toll credits)				
NOTE: THIS NOT RELEVANT FOR SFY26-27 BUT KEPT IN CASE NEEDED IN FUTURE.				
10% Agency Cash Match				\$8,879.68
ETA Funds Requested:				\$79,917.08
10% Toll Credits/Transportation Development Credits Requested:				\$8,879.68



County of Cheshire

January 24, 2025

J. B. Mack
Assistant Director
Southwest Region Planning Commission
37 Ashuelot Street
Keene, NH 03431

Dear Mr. Mack,

On behalf of Cheshire County, I am writing to support Southwest Region Planning Commission's (SWRPC) "Planning for an Improved Southwest NH Transit System" proposal for federal 5305(e) funding through the Bureau of Rail and Transit at the New Hampshire Department of Transportation.

I serve on the Advisory Task Force for the current 5305(e) funded "Planning for an Improved Southwest NH Transit System – Operating Model and Governance Structure" project and have seen how the project is moving the Monadnock Region closer to establishing an improved public transit system that serves more areas and people. SWRPC's proposed project will build on the progress achieved to date by supporting the future transit system sponsor to effectively establish the governance structure and policies necessary to manage the system, secure the funding and local match needed for capital purchases and operating expenses, and conduct a robust community engagement and marketing campaign to attract riders to use the system.

Due to the rural makeup of Cheshire County we have had great need for sustainable transportation sources for our residents, that is why we have been a long-time champion of community transportation, serving as lead agency for the Monadnock Regional Coordinating Council's Section 5310 funded transportation services and operating our own EMS service. We see it as imperative that the work led by SWRPC be carried on to ensure that we are providing the most convenient and useful service possible to our residents. Many people rely on public transportation services to get to medical appointments, shopping, work, and opportunities to stay socially connected to their communities.

I am pleased to see that SWRPC is submitting this proposal and look forward to seeing these next efforts to expand transit services in the Monadnock Region.

Sincerely,

A handwritten signature in cursive script that reads "Christopher Coates".

Christopher Coates
County Administrator

ARTICLE 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

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 \$707,042, 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 \$707,042.00 fee, approximately 90% (\$636,338.00) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% (\$70,704.00) from the Southwest Regional Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$636,338.00 total amount).

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

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

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

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

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

ARTICLE II

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

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ARTICLE II

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

ARTICLE III - GENERAL PROVISIONS

A. **HEARINGS, ETC.**

Blank

B. **CONTRACT PROPOSALS**

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ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. **STANDARD SPECIFICATIONS**

Blank

B. **REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES -
INSPECTIONS**

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 37 Ashuelot Street, Keene, 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

ARTICLE IV

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

ARTICLE IV

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

ARTICLE IV

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Status of the COMMISSION

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

ARTICLE IV

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

ARTICLE IV

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

ARTICLE IV

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

ARTICLE IV

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

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

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

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

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

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

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

ARTICLE IV

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

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

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

ARTICLE IV

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

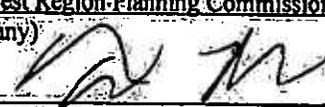
1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any sub-agreements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

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT X, proposed subconsultant _____, hereby certifies that it has X, has not _____ developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has _____, 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.

Southwest Region Planning Commission

(Company)

By: 

Todd Hörner

Executive Director

(Title)

Date: April 15, 2025

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 Southwest Region Planning Commission, and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

April 15, 2025

(Date)



(Signature)

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

(SEAL)

Consultant

CONSULTANT

Dated: April 15, 2025

By: 
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

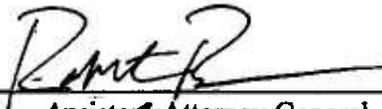
Dated: 5/13/25

By: 
Commissioner, NHDOT

Attorney General

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

Dated: 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

NON-DISCRIMINATION ASSURANCES

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

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

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

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

Signature:  Date: April 15, 2025

Name/Title: Todd Homer, 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.

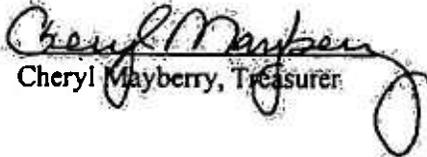
(6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action 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.

CERTIFICATE OF VOTE

I, Cheryl Mayberry, Treasurer of the Southwest Region Planning Commission, do hereby certify that at a meeting held on April 15, 2025:

1. I am the duly elected and acting Treasurer of the Southwest Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Southwest Region Planning Commission Board of Directors authorized the Executive Director, Todd Horner, 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:

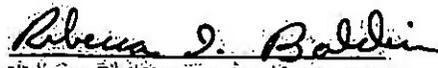
IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Southwest Region Planning Commission on this 15th day of April, 2025.


Cheryl Mayberry, Treasurer

STATE OF NEW HAMPSHIRE
County of Cheshire

On this 15th day of April, 2025, before me Rebecca I. Baldwin, the undersigned officer, personally appeared, Cheryl Mayberry, who acknowledged herself to be the Treasurer of the Southwest Region Planning Commission, and that she, as such Treasurer, 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.


Notary Public, Justice of the Peace
(Official Seal)

October 18, 2028
My Commission Expires



ATTACHMENT 7
CERTIFICATE OF GOOD STANDING

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



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: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	Member Number: 566	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible: Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party:	Loss Payee:	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Percell</i>
State of New Hampshire Department of Transportation 7 Hazen Dr Concord, NH 03301			Date: 4/16/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hilb Group New England, LLC PO Box 606 Keene NH 03431		CONTACT NAME: Wendy Hamm PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: whamm@hilbgroup.com ADDRESS:	
INSURED Southwest Region Planning Commission Inc 37 Ashuelot St Keene NH 03431		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Security Insurance Co	NAIC # 24082
		INSURER B: Ohio Casualty Insurance Co	24074
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24/25 COI MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	BKS58635807	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAO68029471	08/13/2024	08/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of NH Department of Transportation is additional insured under General Liability per the terms and conditions of Form CG8810 if required by written contract.

This policy will automatically renew on 7/1/2025 unless the renewal premium payment is not received by the carrier.

CERTIFICATE HOLDER: NH Dept of Transportation PO Box 483 Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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