



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance
April 30, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the North Country Council
(Vendor #177235), Bethlehem, NH, in the amount of \$466,994 to undertake certain transportation
related planning activities from July 1, 2013, or the date of Governor and Council approval, whichever
is later, through June 30, 2015. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2014 and FY
2015 as follows:

Table with 3 columns: Description, FY 2014, FY 2015. Row 1: 04-96-96-962015-3022 SPR Planning Funds, \$238,400, \$228,594. Row 2: 072-500575 Grants to Non-Profits-Federal

EXPLANATION

North Country Council is the primary planning agency in the northern part of the state covering fifty-one
communities. North Country Council also staffs a Transportation Advisory Committee (TAC) with
participation from member communities. The purpose of this TAC is to participate in the Transportation
Planning process including prioritizing transportation projects and developing transportation plans.
Currently information related to transportation projects such as GIS, land use, and traffic data, has
already been developed and is maintained by North Country Council. NHDOT and North Country
Council have been working in cooperation and procedures have been developed for a variety of
transportation planning issues.

This contract comprises the biannual Unified Planning Work Plan (UPWP) for 2014-2015. As part of
the program, North Country Council, in this proposal, will continue to develop and maintain a
comprehensive and integrated database consisting of socioeconomic, transportation and land use
information; evaluate transportation policies, projects, and planning activities for compatibility with
existing and new regulations; identify, prioritize regional transportation projects, participate in a

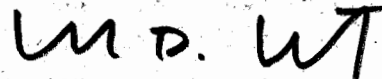
Transportation Planners Cooperative with the NHDOT, and promote a Rideshare matching service in the North Country. The North Country Council will also provide staffing on the Transportation Advisory Committee to provide an opportunity for public involvement and public participation to maintain and enhance the regional and statewide transportation planning processes.

The North Country Council can accomplish this work for a total fee not to exceed \$471,742.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion, 100%, (\$466,994.00) is Federal Aid (involving Statewide Planning & Research (SPR) funds) with additional, (\$4,748.00) local funds (collected by North Country Council to be applied towards total cost), and the remaining federal matching requirement accomplished through using Turnpike Toll Credits.

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

It is respectfully requested that authority be given to enter into a Contract for professional services as detailed in the Requested Resolution.

Sincerely,

Handwritten signature in black ink, appearing to read 'C.D. Clement'.

Christopher D. Clement, Sr.
Commissioner

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

PREAMBLE

THIS AGREEMENT made by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and the 107 Glessner Road, in the Town of Bethlehem , State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to continue the comprehensive cooperative transportation planning process in all communities falling under the jurisdiction of the North Country Council .

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the COMMISSION, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. LOCATION AND DESCRIPTION OF PROJECT

All communities falling under the jurisdiction of the North Country Council

B. SCOPE OF WORK

As described in the attached work program which forms a part of the AGREEMENT..

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

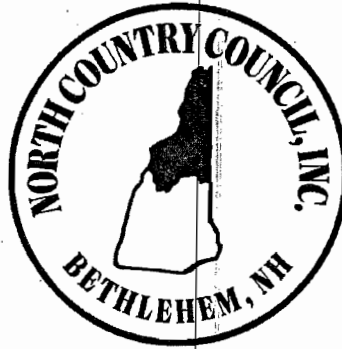
The DEPARTMENT will furnish to the COMMISSION data and/or records pertinent to the work to be performed.

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.

The COMMISSION shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all major task categories of the mutually agreed upon UPWP.



NORTH COUNTRY COUNCIL, INC.

TRANSPORTATION PLANNING

UNIFIED PLANNING WORK PROGRAM
FOR
NEW HAMPSHIRE PLANNING REGION I

FISCAL YEAR 2014 AND 2015
JULY 1, 2013 - JUNE 30, 2015

April 15th, 2013

This document was prepared under contract with the New Hampshire
Department of Transportation, in cooperation with the
United States Department of Transportation, Federal Highway Administration

INTRODUCTION

It is the mission of North Country Council to encourage effective community and regional planning for the development of economic opportunity and the conservation of natural, cultural and economic resources. This is accomplished by providing information, regional advocacy, technical assistance, community education, and direct service to the region, its organizations, and political subdivisions. North Country Council also serves as the collective voice for the constituent towns in their dealings with state and federal agencies by representing, prioritizing and promoting regional interests.

North Country Council serves 51 communities and 25 unincorporated places in the northern third of New Hampshire, covering all of Coos County and parts of Grafton and Carroll Counties. It is by far the largest planning region in New Hampshire in terms of both the number of communities and geography that must be served by the transportation system; the entire planning region is about 3,418 square miles. In addition, only one member community currently has a full-time planner of their own. This translates to a demand for day to day hands on technical assistance that is substantially greater than that for the other eight regions of the state, from help with grant applications to information on basic procedures and regulations. Many regional planning commission responsibilities such as local consultation and outreach require more staff time due to the large number of communities and widely dispersed populations. At the same time, much of the region is economically depressed with communities greatly in need of assistance with all aspects of transportation planning and infrastructure improvement.

The North Country Council Regional Transportation Plan was adopted by the North Country Council Transportation Advisory Committee on August 19, 2009, by the North Country Council Board of Directors on August 26, 2009, and by the North Country Council Representatives at that body's October 8, 2009 Annual Meeting. The Plan sets forth the regional and local priorities regarding public transit, highways and bridges, aeronautics, railroads, bicycles and pedestrians, and land use and transportation guided by the following policy statements:

- 1) Encourage and support the consensus that North Country transportation interests must work together within a regionally oriented framework to promote clear and attainable long-range

transportation planning which is of benefit to all. These ideals of cohesive, long-range, comprehensive transportation planning are the direct results of transportation planning monies and work efforts espoused by the implementation of The Intermodal Surface Transportation Equity Act of 1991 (ISTEA) and the Transportation Equity Act of the 21 Century (TEA-21). These transportation mandates have been carried forward under the auspices of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). SAFETEA-LU provides for the reauthorization of programs originated under ISTEA and TEA-21 and the further implementation of flexible, environmentally sound and innovative transportation policies put forth by the authors of ISTEA. Many of these policy priorities have been carried forward in the new MAP-21 legislation in addition to a greater focus on performance measures.

- 2) Encourage and promote the viability of alternative forms of transportation including, but not limited to, bicycle paths, pedestrian ways, passenger and freight rail lines, multimodal transfer facilities, aviation and rural mass transit systems.
- 3) Encourage consideration of local and regional interests when decisions regarding surface and air transportation corridors (rail, highway, air) and utility transmission corridors (electricity, gas, oil, water and other utilities including fiber optics) are made at the state and federal levels.
- 4) Encourage consideration of the local consequences of construction of transportation facilities because "least cost routes" may have more than offsetting negative effects on local interests.
- 5) Encourage the utilization of existing rights-of-way in order to minimize the necessity for new construction alignments while maintaining the preservation of scenic roads.
- 6) Encourage the development and maintenance of transportation facilities designed to meet the special needs of the transportation disadvantaged.
- 7) Encourage the development or upgrading of transportation systems while avoiding undue and unnecessary negative impacts to open space, scenic vistas, parklands and historic places.

8) Encourage the use of existing utility corridors for additional utility easements and help promote use of these corridors as venues for multi-use trails where appropriate and within the confines of both landowner and utility company preferences.

9) Ensure that any proposed land use development directly considers and properly plans for the resultant transportation system impacts which are intrinsic to land development by its nature. This consideration is directly reflected in highway, system access and egress and the designation of curb cuts, signalization needs and speed zone assignment.

10) Support the maintenance and improvement of the transportation infrastructure necessary to sustain local economies and build subregional job centers.

These policies guide the formation of North Country Council's biennial transportation planning work programs and provide the basis for rational decision making regarding transportation issues affecting North Country communities.

North Country Council's Transportation Unified Planning Work Program (UPWP) has been developed to further the transportation planning and general goals of FHWA and NHDOT as well as North Country Council's transportation policies, and to conform to the format and content requirements of the New Hampshire Department of Transportation. This work program focuses on the facilitation of regional initiatives, communication of local and regional needs to state and federal agencies, and technical assistance to communities, while maintaining MAP-21 compliance. Budget figures for implementation of the program are based on the proposed allocation of available funds and estimated number of hours and related costs.

The transportation planning program at North Country Council is overseen by the Executive Director. The Executive Director also represents the Council in state-wide and policy discussions. The Controller is responsible for the administration of the program revenues and expenses.

The Transportation Planner is the lead individual on most program tasks. An NCC Principal Planner knowledgeable in land use planning and law will lead our Local Technical Assistance Program. Those individuals are provided the assistance of other planning staff and support staff as needed. More on the staff roles follows:

Executive Director

Oversees work of Transportation Planners and Controller.
Establishes policy with Board of Directors.
Participates with TAC.
Manages planning budget and workload.
Involved in national and state-wide policy-level discussions.
Facilitates collaboration with other RPCs.
Liaison with NHDOT regarding policy-level decisions.

Controller

Maintains records and develops reports on monthly expenditures.
Compiles documentation required by NHDOT.
Assists with audits.
Conducts indirect rate analysis.

Transportation Planner

Primary contact for local officials and regional organizations for transportation-specific issues and projects. Includes facilitation of the activities of the TAC, North Country Scenic Byway Council, GCRCC, and assistance to communities and transit organizations.
Maintains regional TIP and facilitates input to TYP.

Principal Planner

Assists Executive Director with outreach and education and local technical assistance, including assistance with transportation-related elements of, or issues/questions related to, master plans, zoning, subdivision regulations, site plan review, and developments with potential regional impacts to local officials and regional organizations.

Assists as needed with special projects such as Scenic Byways and corridor studies.

Leads update of the Long-Range Regional Transportation Plan (RTP)

Senior Planner

Responsible for data collection and analysis, including GIS and traffic counts.
Assists as needed with special projects such as corridor studies and road safety audits.

Planning Assistant

Provides clerical and data collection/entry support to the planners. This includes traffic counts, TAC mailings and minutes, other large mailings, formatting large documents.

Hours expended by each individual are shown on monthly UPWP invoices accompanied by progress reports describing the work performed on each task and required documentation.

UNIFIED PLANNING WORK PROGRAM

Fiscal Years 2014 and 2015

100 Administration & Training

(Numbers in parentheses refer to template and will be used for reporting purposes.)

FY 14 and FY 15 Activities:

(101) All staff efforts related to the development and submittal for approval of reimbursement requests. Will include compilation and copying of extra documentation required by NHDOT for timesheets and expense reports; preparation and review of progress reports; development, review and revision as needed of invoices. Compile annual report as required by FHWA.

(102) Activities related to the general administration of the UPWP to ensure compliance with federal and state regulations and to produce quality work products. Will include oversight of activities, personnel, workload and budget; participation in periodic reviews with NHDOT; and discussions at RPC director meetings.

(103) Pursue opportunities to improve/enhance/develop staff transportation planning abilities. This will include participation by the Transportation and Principal Planners in state, regional and national conferences focusing on topics relevant to rural transportation planning in New Hampshire; training for the NCC GIS staff to maintain proficiency in ARC GIS and GIS-based transportation related software, and for the controller to attend appropriate trainings including LPA trainings and indirect cost rate sessions. Keep abreast of emerging topics and best practices through memberships and publications.

(104) A portion of the UPWP funding will be set aside for the potential financial impacts associated with the annual indirect cost rate adjustment. NHDOT approval will be sought for assignment of any unused portion to other tasks (depending on cognizant agency determination).

(105) Transportation planner, principal planner and executive director effort involved in the discussion and development of performance measures relevant to a rural NH RPC; and transportation implementation or tracking and reporting. Performance measures might include, for example, number of red listed bridges in region and accident fatalities.

Products will include:

- Monthly progress reports identifying the efforts undertaken, with date and location where applicable, and the staff person responsible.

- Monthly invoices with required documentation to accurately reflect UPWP expenditures, including amount of staff time expended by each individual.
- Annual report to NHDOT for FHWA.
- Executive Director guidance to planners.
- Well coordinated activities between NCC and NHDOT.
- Mid-year status report developed in collaboration with NHDOT.
- Monthly updates to office-wide workload spreadsheet to integrate remaining UPWP hours with other projects, adjust for any changes as well as actual indirect rate, and provide each employee the remaining level of effort for each task.
- NCC Transportation Planner and land use planners with proficiency in current planning topics and tools to better assist NHDOT to provide services to towns.
- Indirect cost adjustment based on previous fiscal year audit as needed.
- Outline of sample performance measures developed in conjunction with NHDOT and other rural RPCs appropriate for rural region.
- Report to NHDOT establishing baseline for performance measures.

Performance measures:

- Number of months progress report, invoice and required documentation are submitted to NHDOT within 15 days of the close of the month and processed by NHDOT without requiring revision or additional documentation.
- Number of training opportunities staff participate in.
- Entire transportation staff completed LPA training as provided by NHDOT

Personnel involved in Administration and Training:

- Executive Director
- Controller
- Transportation Planner
- Principal Planner
- Senior Planner

Budget for Administration and Training:

FY 2014	\$79,315
<u>FY 2015</u>	<u>\$79,315</u>
	\$158,630

(Of this amount, \$35,508 is the set-aside for indirect cost adjustment.)

200 Policy & Planning

FY 14 and FY 15 Activities:

(201) This task includes all work related to public involvement in the Ten Year Plan project identification process. In FY14 this will include participation in GACIT hearings; and review and input to NHDOT draft. Also assist NHDOT with the identification of environmental issues associated with TYP projects.

(202) Participation with NH Climate Action Plan transportation-related activities.

(203) Staff participation in TPC meetings (4 per year).

(204) Staff participation in Interagency Consultations including review of materials and participation in conference calls as needed.

(205) Review the results of the preceding Ten Year Plan and regional TIP update process and revise methodology and scoring criteria with TAC as appropriate.

(208) Meet with Comprehensive Economic Development Strategy Committee and staff to identify and promote linkages between Regional Transportation Plan and NCC CEDS.

(209) Coordination with NHDOT on development of a state Freight Plan

(210) Coordination with NHDOT on the Bicycle and Pedestrian Transportation Advisory Committee

Products will include:

- Facilitation of NCC region communities' participation in Ten Year Plan process.
- Information on issues related to TYP projects likely to require an EA or EIS.
- Representation of rural NH communities' needs in state-wide conversations regarding climate change.
- Enhanced communication between NCC and NHDOT and the state's eight other regional planning commissions.
- NHDOT incorporation of relevant comments and concerns about proposed changes to the STIP from North Country communities.
- TAC minutes and revised scoring criteria.
- Economic development activities incorporating recommendations and policies of regional transportation plan.

Personnel involved in Policy and Planning:

- Executive Director
- Principal Planner
- Transportation Planner
- Senior Planner

Budget for Policy and Planning:

FY 2014	\$29,500
<u>FY 2015</u>	<u>\$29,500</u>
	\$59,000

300 Public Involvement & Coordination

FY 14 and FY 15 Activities:

(301) Organize, facilitate and staff the Transportation Advisory Committee. Includes meeting facilitation such as scheduling, providing public notices and minutes; conducting outreach to towns on membership; and follow-up on issues of concern.

(302) Conduct one quarterly meeting of the NCC Representatives per year focusing on a regional transportation planning issue or activity; and periodically update the NCC Board of Directors on the status of transportation planning in the region.

(304) Develop a new Public Participation Plan which coordinates TAC, long-range RTP and other transportation planning efforts. Public outreach will continue to be conducted through a variety of mechanisms including meetings with local officials, updates to the NCC website, periodic public programs on transportation-related topics, and occasional mailings (paper and/or electronic) of information to towns. NCC continues to work toward modernization of its outreach program toward more use of electronic media and specific strategies aimed at engaging younger residents of the region. Constant contact and other web tools and services to manage stakeholder outreach will be assessed and used.

Products will include:

- Agendas and minutes for approximately 6 TAC meetings.
- Agendas and minutes for quarterly NCC Reps meeting and NCC board meeting.
- Web contact and distribution lists
- Website.
- A better informed public more able to participate in transportation planning effectively.
- Engagement of local officials in regional transportation planning issues.

Performance measures:

- TAC participation.
- Number of outreach activities related to transportation.

Personnel involved in Public Involvement & Coordination:

- Executive Director
- Principal Planner
- Transportation Planner
- Planning Assistant

Budget for Public Involvement & Coordination:

FY 2014	\$25,813
<u>FY 2015</u>	<u>\$25,813</u>
	\$51,626

400 Plan Support

FY 14 and FY 15 Activities:

(401) Assist NHDOT with the collection of HPMS data by conducting annual traffic count program consisting of approximately 160 count locations in cooperation with NHDOT. Includes counter deployment, ordering and maintaining equipment, discussions with NHDOT staff, and count processing. Provide appropriate opportunities for meetings and training on use of new technology and equipment, as well as data analysis training for assistant traffic counter

(402) Assist NHDOT in the collection and reporting on constituent municipality transportation income and expenditures, including trainings/meeting, outreach to communities, collection of data, and reporting.

(403) Continue to maintain NCC GIS system with transportation planning capabilities including updating GIS data for projects with the latest DOT data available.

(404) Coordinate with NHDOT's Asset Management Initiative 1) Establish Road Surface Management Program. Develop a program in FY14 to be implemented in FY 15 for completing RSM Studies for towns. Development would include the following: training staff, software purchase, development of community outreach materials, and building a partnership with the T2 Center at UNH. In FY15 Road Surface Management would be a service we can offer to

communities. 2) Culvert Inventories. Receive training and prioritized list of culvert area locations needing inventorying work. Reach agreement with NHDOT on target number of inventories to be completed.

(405) Purchase 2 new traffic counters and maintain existing counters, purchase hose, nails, spikes, webbing, tape, tools. Truck operation and maintenance including inspection, registration, fuel, and new cap for truck with both rear and side entry for equipment and tool storage.

Products will include:

- Traffic count data provided to NHDOT.
- Completed forms for FHWA 536 report.
- GIS capabilities for regional and local transportation planning needs.
- Equipment needed for efficient traffic data collection.
- Culvert inventories
- Traffic count staff trained to complete other related work with including road audits, culvert inventories, and road surface management software.

Performance measure:

- Percentage of counts completed.
- Audits completed

Personnel involved in Plan Support:

- Senior Planner
- Planning Assistant

Budget for Plan Support:

FY 2014	\$40,317
<u>FY 2015</u>	<u>\$40,317</u>
	\$80,634

500 Technical Assistance & Support

FY 14 and FY 15 Activities:

(501) This task includes small-scale and periodic assistance to municipalities and local and regional organizations on transportation-related topics. Examples include: review and comment on transportation element of community plans, zoning ordinances, subdivision regulations, site plan review regulations, capital improvement program, and downtown plans; review of development proposals with potential regional impact; response to day-to-day requests for information and guidance on transportation programs and projects. Participate with ongoing and periodic regional efforts such as North Country Scenic Byways Council, Forest Service transportation planning efforts, and bicycle and pedestrian projects. Continue to collaborate with Connecticut River Byway Council. Assist one community with master plan transportation elements and linkage with land use issues.

Provide preliminary consultation on projects which may qualify for future inclusion in the NCC Ten Year Plan, by evaluating the existing conditions and examining alternative solutions, which may or may not include the assistance of professional engineers; initial guidance and assistance to municipal officials to understand the full scope of alternatives to solve road infrastructure deficiencies.

Serve as advocates for sensible public and alternative transportation opportunities throughout the Region.

(502) Participate in periodic SCC and NHRTR and other policy-level meetings as appropriate. Represent the region and/or state at occasional national transportation conferences or meetings such as NADO.

(503) Assist communities and other eligible organizations to obtain information on and apply for Alternative Transportation Enhancement Grants, State Aid Highway funds, State Aid Bridge funds, and Scenic Byway grants.

(504) Organize and participate in two road safety audits. One Road Safety Audit for NH Route 16 from approximately the NH 28 intersection (coordinating with where LRPC will leave off), Northerly to the Conway Town Line. The other location will be identified by NHDOT and the TAC to be high priority locations.

Develop an internal staff capacity in FY14 to be implemented in FY 15 for completing Road Safety Audits for towns. Development would include the following: staff training, any certification, software or equipment research and possible purchase.

(505) Participate in Grafton-Coos RCC and Carroll County RCC. This includes meeting participation, provision of technical assistance, and facilitation of NCC review of proposed agreements as needed. Provide staff support such as minutes, agenda, arranging meeting

locations, as funding permits. It should be noted that this represents a significantly lower level of effort than was enabled with additional funds during the start-up phase.

(506) Continue to provide assistance to Carroll County Transit and Transport Central as needed, and to other organizations working to enhance and maintain the livability of North Country communities. (Rideshare not included in this budget as a separate grant application is being submitted to fund that activity.)

(507) Update the Long-Range Regional Transportation Plan (RTP) identifying projects and transportation system priorities which look further out than the ten year plan (TYP)

Products will include:

- Assistance to towns with review of local plans and regulations.
- Comments and recommendations for mitigation of transportation impacts of proposed developments.
- Timely responses to questions from local officials, businesses, and other organizations.
- Representation of North Country needs and concerns in statewide activities.
- Successful applications for funding to address North Country transportation needs.
- Road safety audit reports to assist NHDOT and towns in addressing high priority safety issues.
- Draft master plan elements.
- Increased collaboration and coordination of transportation services in the North Country.
- Assistance to area transit providers.

Performance measure:

- Number of communities and organizations which receive assistance from NCC staff
- Percentage of grant letters of intent that result in complete applications.
- Increase in the # of 80:20 projects communities embark on

Personnel involved in Technical Assistance and Support:

- Executive Director
- Principal Planner
- Transportation Planner
- Senior Planner

Budget for Technical Assistance and Support:

FY 2014	\$105,055
FY 2015	\$105,055
	<u>\$210,110</u>

600 Coordinated Transit Plan

FY 14 and FY 15 Activities:

(601) Engagement of the Public and Organizations

(601.1) Public meetings

NCC will host 6 public meetings in the region to gather information about the transportation and coordination needs to improve mobility for the residents living in the Coos and Carroll Counties and the northern portion of Grafton County (including the needs for individuals with disabilities, older adults, and people with low incomes). NCC will organize, facilitate, and summarize the outcomes of the meetings.

(601.2) Identification of Transportation Providers

NCC will identify all of the transportation providers (and services offered) that operate in the NCC Planning Region and the rest of Carroll County including:

- General public transportation providers
- Taxi/bus services
- Transportation providers serving seniors and persons with disabilities
- Non-emergency medical transportation providers
- Restricted client transportation providers
- Information and referral services

(601.3) Conduct Surveys

NCC will conduct, distribute and analyze the results of a survey of transportation and human service providers to gather info about existing services and transportation needs.

(602) Data Collection/Analysis

(602.1) Data Collection

NCC will review and collect data from other Coordinated Transit Plans that have been recently updated in the Grafton and Lakes/Central regions as well as from Feasibility Studies like the one done for Transport Central in Plymouth.

NCC will collect data from the US Census and develop a demographic profile that includes tables and summaries of Populations trends, Employment and income, Autoless households, Senior population, Disabled population, and Commute to work.

(602.2) Analysis and Mapping

- Develop maps of the region and existing transportation services
- Develop maps of the demographic profiles (described in task 2.1)
- Assessment of the transportation and coordination needs to improve mobility for the residents living in the Coos and Carroll Counties and the northern portion of Grafton County (including the needs for individuals with disabilities, older adults, and people with low incomes)
 - Assess existing services, demographics, gaps/overlaps in service, coordination efforts, transportation demand, etc.

(603) Strategies, Priorities, and Funding

NCC will work with the RCCs and use the data collected and public meeting results to identify the strategies, priorities, and funding to help implement some of the projects to meet transportation needs.

(603.1) Strategies

- Identify potential strategies, activities, and/or projects to address the identified gaps between current services and needs
- Identify opportunities to achieve efficiencies in service delivery through coordination

(603.2) Priorities

- Prioritize the strategies to help assist with funding and implementation efforts

(603.3) Funding

- Identify and summarize funding available from State and Federal sources that can be used by transportation providers to implement the transportation strategies and priorities to improve transportation services and coordination.

(604) Draft, Adopt, and Distribute Plan

(604.1) Draft and Review

NCC will compile all of the information described in tasks 1-3 into a draft and present the findings for review. This will involve representatives from private, public, and non-profit

transportation and human services transportation providers, as well as the general public, in the review of the updated plan during a 30-day comment period. (The draft will be shared for review with the NHDOT, GCRCC, CCRCC, NCC Board of Directors, TAC, etc.)

(604.2) Adoption

The reviewed/revised plan will be adopted by appropriate parties including, but not limited to, the Carroll County Regional Coordination Council, the Grafton Coos Regional Coordination Council, NCC Board of Directors, NCC TAC, and NCC Reps.

(604.3) Distribution

NCC will print and distribute the updated Coordinated Transit Plan and make available on the NCC, GCRCC, and CCRCC websites.

Products will include:

- Conduct and summarize transportation and human service provider survey
- Update the GCRCC Transportation Provider Directory and the CCRCC Transportation Provider Directory (currently being developed)
- Tables, maps and summaries of demographics
- Maps and summaries of transportation services
- Summary of transportation and coordination needs
- Updated list strategies and priorities to meet transportation needs
- List of funding opportunities
- Publicly notice that the plan is available for review during a 30-day comment period
- Host NCC Reps and TAC meetings to adopt the plan
- Print and distribution of the final plan

Performance measures:

- Organize, facilitate, and summarize 6 public meetings
- Completed Final Transit Plan

Personnel involved in Transit Assistance:

- Transportation Planner
- Assistant Planner
- Controller

Budget for Transit Support:

FY 2014	\$18,000
FY 2015	\$5742
	\$23,742

**North Country Council
Blended UPWP and Coordinated Transit Plan budget**

	<u>FY14</u>	<u>FY15</u>	<u>Total</u>	
<u>Gross contract amounts</u>				
UPWP	\$ 280,000	\$ 280,000	\$ 560,000	(A)
100 Administration & Training	\$ 79,315	\$ 79,315		
200 Policy & Planning	\$ 29,500	\$ 29,500		
300 Public Involvement & Coordination	\$ 25,813	\$ 25,813		
400 Plan Support	\$ 40,317	\$ 40,317		
500 Technical Assistance & support	\$ 105,055	\$ 105,055		
600 Coordinated Transit Plan	\$ 18,000	\$ 5,742	\$ 23,742	(B)
Total contract including match	\$ 298,000	\$ 285,742	\$ 583,742	(A)+(B)=(C)
<u>Summary of match</u>				
Match- toll credits	\$ 56,000	\$ 56,000	\$ 112,000	(D)
Cash match	\$ 3,600	\$ 1,148	\$ 4,748	(E)
Total match	\$ 59,600	\$ 57,148	\$ 116,748	(D)+(E)=(F)
Total to be paid NCC after match	\$ 238,400	\$ 228,594	\$ 466,994	(C)-(F)=(G)
Effort by NCC (UPWP net of toll credits plus Transit Plan)	\$ 242,000	\$ 229,742	\$ 471,742	(C)-(D)

ARTICLE I

Monthly progress reports shall be submitted by the COMMISSION to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT, based on both percentage of funding spent and on percentage of work actually completed, and a narrative explanation of each major task progress. These monthly progress reports must accompany invoices for payment in order for reimbursement to occur.

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

F. DATE OF COMPLETION

The date of completion for the Planning services rendered under this AGREEMENT shall be June 30, 2015.

ARTICLE II

ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY

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

A. GENERAL FEE

The cost of all work and expenses under this AGREEMENT is \$471,742.00, representing the total amount and expenses shall not exceed \$242,000.00 in FY 2014, unless the Department specifies otherwise based upon its review of the FY 2014 work progress. Funding from two sources, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), will be combined into a Consolidated Planning Grant (CPG). Of the (\$471,742.00), approximately 99% (\$466,994.00) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and 1% (\$4,748.00) from the North Country Council. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$466,994.00 total reimbursable amount).

B. SALARY, BENEFITS AND INDIRECT COSTS

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

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

All actual salaries and reasonable increases thereof paid to technical or other employees assigned to this project shall be the result of a commission-wide evaluation of all employees and shall not be

ARTICLE II

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

All charges attributed to personnel costs, namely, employee benefits, payroll taxes and proportionate share of indirect costs shall be used in billing for all work done under this AGREEMENT. Employee benefits shall include holiday, sick and vacation pay, Commission's share of group medical and dental premiums, the Commission's share of long and short-term disability insurance premiums if applicable, and the Commission's share of retirement benefits, if applicable.

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

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

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

C. DIRECT EXPENSES

Reimbursement for direct expenses includes work such as but not limited to field survey, purchase of computer, purchase of software and maintenance services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses whether performed by the COMMISSION or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the

ARTICLE II

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 listed in the UPWP scope of work, pre-approved by the DEPARTMENT, and are allowable under 23 CFR 260 400 – 407. Procurement methods must follow 23 CFR 420.121(j). Methods of equipment acquisition, use, and disposition must comply with 23 CFR 420.121(e) approved by the DEPARTMENT.

D. FIXED FEE

Blank

E. PAYMENTS

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

F. RECORDS - REPORTS

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

ARTICLE II

Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in 2 CFR 225.

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

Blank

B. CONTRACT PROPOSALS

Blank

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

Blank

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

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 107 Glessner Road, Bethlehem , NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

ARTICLE IV

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

ARTICLE IV

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

ARTICLE IV

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

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

ARTICLE IV

remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

During the performance of this AGREEMENT, the COMMISSION, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The COMMISSION shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally assisted programs of the DEPARTMENT such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to

ARTICLE IV

as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: The COMMISSION with regard to the work performed by it during the AGREEMENT shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The COMMISSION shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

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

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

ARTICLE IV

- (5) Sanctions for Noncompliance: In the event of the COMMISSION's noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the COMMISSION under the AGREEMENT until the COMMISSION complies; and/or
 - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The COMMISSION shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event a COMMISSION becomes involved in, or is threatened with litigation with a subconsultant or supplier as a result of such direction, the COMMISSION may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and in addition, the COMMISSION may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and, Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The COMMISSION shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States

ARTICLE IV

Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the COMMISSION should contact them regarding related compliance issues.

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its COMMISSIONs agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any 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.

ARTICLE IV

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

CERTIFICATE OF VOTE

I, GLENN ENGLISH, (Secretary/~~Treasurer~~, position) of the NORTH COUNTRY COUNCIL, do hereby certify that at a meeting held on 4/10/13:

- 1. I am the duly elected and acting SECRETARY of the NCC, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
- 2. The (RPC) Executive Committee authorized the Executive Director, JEFFREY HAYES, to execute any documents which may be necessary to effectuate the UPWP contract;
- 3. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

IN WITNESS WHEREOF, I have hereunto set my hand as the SECRETARY of the (RPC) N.C.C. on this 17th day of APRIL, 2008.
2013.

[Signature]
(name, position)

STATE OF NEW HAMPSHIRE
County of Strafford

On this 17 day of April, 2008, before me Bette Pollock, the undersigned officer, personally appeared, Glenn English, who acknowledged him/herself to be the Secretary of the (RPC), and that he/she, as such Secretary, 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.

Bette Pollock
Notary Public, Justice of the Peace
(Official Seal)

10-3-2017
My Commission Expires

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

The CONSULTANT X, proposed subconsultant _____, hereby certifies that it has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has X, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

North Country Council
(Company)

By: Jeff Hayes
Executive Director
(Title)

Date: 4/15/2013

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Executive Director and duly-authorized representative of the firm of North County Council, and that neither I nor the above firm I here represent has:

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

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

except as here expressly stated (if any):

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

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

11/15/2013
(Date)

[Signature]
(Signature)

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

(SEAL)

Consultant

CONSULTANT

Dated: 4/15/2013

By: [Signature]
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

Dated: 4/30/13

By: [Signature]
For **William J. Cass, P.E.**
Director of Project Development
NHDOT
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: 5/10/13

By: [Signature]
Assistant Attorney General
John J. Conforti

Secretary of State

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

Dated: _____

Attest:
By: _____
Secretary of State

NON-DISCRIMINATION ASSURANCES

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

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

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

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

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

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

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

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

Signature AA Date: 4/15/2013

Name/Title Jett Hayes, Executive Director

Attachments: Appendix A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- (1) Compliance with Regulations: The CONTRACTOR shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color, national origin, sex, religion, age, or disability.
- (4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RECIPIENT or the New Hampshire Department of Transportation to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the RECIPIENT or the New Hampshire Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this agreement, the RECIPIENT shall impose such contract sanctions as it or the New Hampshire Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the RECIPIENT or the New Hampshire Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, the CONTRACTOR may request the RECIPIENT to enter into such litigation to protect the interests of the RECIPIENT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Federal Regulations Compliance Assurance

The AGENCY TITLE (hereinafter referred to as the "SUBRECIPIENT") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the NH Department of Transportation it will comply with all Federal Regulations and State Law pertaining to administrative and programmatic requirements.

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

1. The Subrecipient acknowledges and agrees the NH Department of Transportation, as the direct recipient of FHWA Planning Funds, assumes the responsibility from FHWA to ensure the subrecipient complies with Federal Laws and Regulations and State Law.
2. The Subrecipient acknowledges the definition of Planning Funds is as follows: According to 23 CFR 420.103, "FHWA planning and research funds include: (1) State planning and research (SPR) funds for activities authorized under 23 USC 505; (2) Metropolitan planning (PL) funds authorized under 23 USC 104(f) to carry out the provisions of 23 USC 134. Activities performed using these funds are subject to all the requirements of 23 CFR 420.
3. The Subrecipient acknowledges that in order to contract with the state and receive federal funds, all MPOs must develop a Unified Planning Work Program (UPWP), as defined by 23 CFR 450.201. FHWA and FTA jointly approve the MPOs UPWPs. The rural RPCs UPWPs are approved by FHWA as part of the Departments Statewide Planning & Research Part 1 work program. All Rural Planning Commissions must develop a Unified Planning Work Program (UPWP) in order to contract with the state.
4. The Subrecipient acknowledges that prior approval for work is required. The RPC must obtain approval and authorization from NH Department of Transportation prior to any commencement of work.
5. The Subrecipient agrees to comply with 23 CFR 420.113 and 49 CFR 18.22 pertaining to the eligibility and allowability of costs. Any costs not contained in an approved UPWP and contract are considered ineligible.
6. The Subrecipient agrees to comply with 49 CFR 18.20 to maintain standards for financial management systems.
7. The Subrecipient agrees to comply with the requirements of 23 CFR 420.119 fiscal requirements.
8. The Subrecipient agrees to that the period of availability of funds coincides with the executed contract.
9. The Subrecipient agrees to comply with the requirements of 49 CFR 18.40 Monitoring and reporting program performance.
10. The Subrecipient agrees to comply with the requirements of 49 CFR 18.41 Financial reporting.
11. The Subrecipient agrees to comply with the requirements of 49 CFR 18.42 Retention and access requirements for records.
12. The Subrecipient agrees to comply with the requirements of 49 CFR 18.36 Procurement.

13. The Subrecipient agrees to comply with the requirements of 49 CFR 18.25 Program income.
14. The Subrecipient agrees the Department and FHWA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
15. The Subrecipient agrees to comply with the provisions of 49 CFR 18.43 Enforcement.
16. In accordance with 49 CFR 18.32(f), the Subrecipient must submit an inventory of all property purchased with federal funds for which it is accountable and dispose of equipment according to State Law.
17. The Subrecipient agrees to comply with the provisions of 49 CFR 18.50 Closeout.
18. The Subrecipient understands and must comply with the provisions of 49 CFR 18.51 Later disallowances and adjustments.
19. The Subrecipient agrees to comply with the provisions of 49 CFR 18.26 Non-Federal Audits.
20. The Subrecipient agrees to comply with the requirements of 2 CFR 225.
21. The Subrecipient agrees to comply with standards and requirements set forth in the NH Department's Administration of Planning Funds guidebook. The Subrecipient understands that the NH Department's Administration of Planning Funds guidebook constitutes part of the grant agreement.
22. The Subrecipient understands and agrees that allowable membership dues will be included as indirect costs.

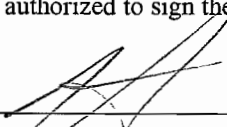
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, agreements, property, discounts or other Federal financial assistance extended after the date hereof to the RECIPIENT by the State, acting for the U.S. Department of Transportation UNDER THE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

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

Signature

Date:

Name/Title

 4/15/2013
Jeff Hayes / Executive Director

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: North Country Council Member Number: 317-110104 - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products -Comp/Op Agg \$
			Fire Damage (each fire) \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input type="checkbox"/> Excess Liability			
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2012	6/30/2013	Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
Description: State of New Hampshire, DOT is named as Additional Covered Party relative to proof of coverage that the North Country Council has General, Professional and Vehicle Liability Coverage in the amount of \$5,000,000 per incident			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input checked="" type="checkbox"/> Additional Covered Party		<input type="checkbox"/> Loss Payee, as his, her or its interests appear	
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*			
Certificate Holder: State of New Hampshire Department of Transportation Concord NH 03302-0483	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>4/12/2013</u>	Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332	

*Terms in quotes are defined in the Member Agreement.

