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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Planning & Community Assistance
April 29, 2019

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the North Country Council (Vendor #177235) Littleton, NH in the amount of \$519,090.73 to undertake certain transportation related planning activities from July 1, 2019, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2020 and FY 2021, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

04-096-096-962515-2944	<u>FY 2020</u>	<u>FY 2021</u>
SPR Planning Funds		
072-500575 Grants to Non-Profits-Federal	\$259,545.37	\$259,545.36

EXPLANATION

The North Country Council is the primary planning agency in the northern part of the state covering fifty-one communities and 25 unincorporated places in the northern third of NH. The Fixing Americas Surface Transportation (FAST) Act provides planning and transit funds for each Regional Planning Commission (RPC). Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the North Country Council has developed procedures for addressing transportation planning issues.

The North Country Council 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 2020 and 2021. As part of this program, the North Country Council will provide transportation planning and programming services and products to support state, regional, and local needs. The North Country Council 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 Fixing America's Surface Transportation (FAST) Act. Additionally, the North Country Council will address the New Hampshire Federal Highway Administration and Federal Transit Administration Planning Emphasis Areas (PEAs), which include FAST Act implementation of performance based planning and programming, regional planning cooperation and ladders of opportunities for access to essential services and identification of connectivity gaps.

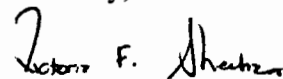
The North Country Council can accomplish this work for a total fee not to exceed \$576,767.48. The funding to be used is from Federal Highway Administration (FHWA) Planning funds and local funds. The Federal portion \$519,090.73 is Federal Aid (involving Consolidated Grant funds and Statewide Planning & Research (SPR) funds) with additional \$57,676.75 in local funds (collected by the North Country Council 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 North Country Council. The Capital Budget Overview Committee approved the use of Turnpike Toll Credits on June 5, 2019.

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,



Victoria F. Sheehan
Commissioner

Attachments



CAP 19-011

MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-3161

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

June 5, 2019

Victoria F. Sheehan, Commissioner
Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord, New Hampshire 03302-0483

Dear Commissioner Sheehan,

The Capital Budget Overview Committee, pursuant to the provisions of RSA 228:12-a, on June 5, 2019 approved the request of the Department of Transportation, Bureau of Planning and Community Assistance, to use \$2,413,084 of Turnpike Toll Credit, based on the \$12,065,422 estimated cost of all work efforts over the 2 year period to meet funding match requirements for the proposed Statewide Planning and Research (SPR) Transportation Planning Work Program for 2020-2021, subject to the conditions as specified in the request dated May 15, 2019.

Sincerely,

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment

cc: Marie Mullen, Director of Finance, Department of Transportation ✓
Bill Watson, Bureau of Planning and Community Assistance, DOT

RECEIVED
FINANCE AND CONTRACTS

JUN 06 2019.

NH DEPT OF TRANSPORTATION

BUREAU OF PLANNING & COMMUNITY ASSISTANCE
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ARTICLE I

NORTH COUNTRY COUNCIL
FED. NO.: A004(897)
STATE NO. 42538A

**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 North Country Council, with principal place of business at 161 Main Street in the Town of Littleton, 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 Federal Highway Administration (FHWA) Planning funds 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.

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 in the Unified Planning Work Program (UPWP).

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, 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.

NORTH COUNTRY COUNCIL REGIONAL PLANNING COMMISSION



UNIFIED PLANNING WORK PROGRAM (UPWP) for SFY 2020-2021

April 2019

Prepared for:

New Hampshire Department of Transportation
Bureau of Planning and Community Assistance
7 Hazen Drive
Concord, NH 03302



U.S. Department of Transportation
Federal Highway Administration
53 Pleasant Street, Suite 2200
Concord, NH 03301



INTRODUCTION

It is the mission of North Country Council (NCC) 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 services to the region, its organizations, and political subdivisions. NCC 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.

NCC serves 50 communities and 25 unincorporated places in the northern third of New Hampshire, covering all of Coos County and parts of Grafton and Carroll Counties. The NCC planning region is by far the largest 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 comprised of approximately 3,390 square miles, and the rural and dispersed communities within are served by a significant and critically-important regional transportation network that includes over 1,500 federal aid-eligible roadway lane miles. Additionally, less than five member communities currently have planning staff of their own. This translates to a demand for hands-on technical assistance that is unique from the other eight planning regions of the state. Many regional planning commission responsibilities, such as local consultation, technical assistance, and outreach, require significant 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 requiring a significant amount of assistance with all aspects of transportation planning and infrastructure improvement.

This two-year Unified Planning Work Program (UPWP) for FY 2020-21 outlines task to be completed by NCC in collaboration with the New Hampshire Department of Transportation (NHDOT). This UPWP will support NCC's continued transportation planning work at the local, regional, and state level to effectively meet the needs and requirements of the Fixing America's Surface Transportation Act (FAST Act), the New Hampshire Long Transportation Plan, the NCC Regional Transportation Plan, and the communities of the NCC planning region.

NORTH COUNTRY COUNCIL TRANSPORTATION POLICY STATEMENTS

The North Country Council Regional Transportation Plan was adopted by the North Country Council Transportation Advisory Committee on June 9th, 2015, and by the North Country Council Board of Directors on June 10th, 2015. This plan was originally adopted in 2009, and underwent a substantial update in 2015. The Plan sets forth the regional and local priorities regarding public transit, highways and bridges, aeronautics, railroads, bicycles and pedestrians, as well as land use and transportation planning as 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), the Transportation Equity Act of the 21 Century (TEA-21), and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). These transportation mandates have been carried forward under the auspices of the MAP-21, the

Moving Ahead for Progress in the 21st Century Act, which was signed into law by President Obama on July 6, 2012. MAP-21 is the first long-term highway authorization enacted since 2005 and is creates a streamlined and performance-based surface transportation program building on many of the highway, transit, bike, and pedestrian programs and policies established in 1991. *Note: NCC additionally recognizes the provisions and goals of the Fixing America's Surface Transportation Act (FAST Act) in the development and execution of this UPWP contract. The FAST Act was signed into law after the adoption of NCC's 2015 Regional Transportation Plan and associated transportation policy statements.*

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 sub-regional job centers.

FHWA/FTA NEW HAMPSHIRE PLANNING EMPHASIS AREAS

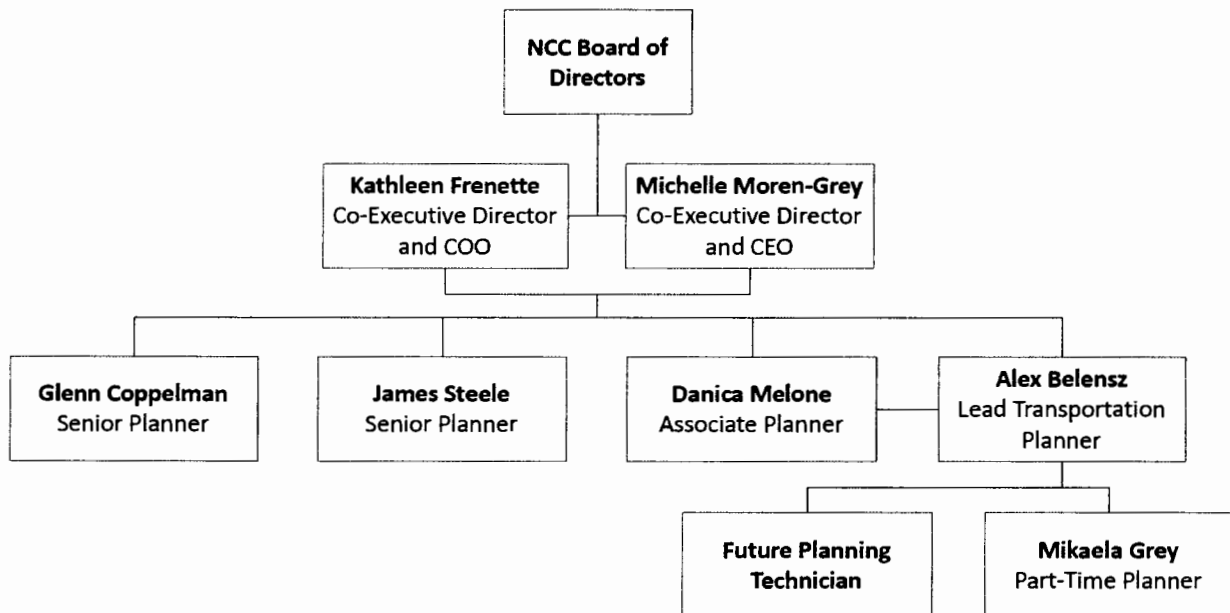
Planning Emphasis Areas (PEAs) for statewide planning and research (SPR) work programs and Unified Planning Work Programs (UPWP) are identified by the Federal Highway Administration (FHWA) New

Hampshire Division and Federal Transit Administration (FTA) Region 1 office. The following table (Exhibit 1) presents the FHWA/FTA PEA's for FY 2020 and 2021 and the relevant tasks included in the NCC FY 2020-21 UPWP.

Exhibit 1: FY 2020-21 FHWA/FTA Planning Emphasis Areas (PEAs) and Corresponding UPWP Tasks

FHWA/FTA Planning Emphasis Areas	Corresponding UPWP Task(s)
Planning Process and Factors	201, 202, 205, 208, 211, 301, 303, 401, 402, 403, 404, 407, 501, 502, 504, 505, 506, 600
Performance Based Planning & Programming Requirements	201, 205, 208, 502
Urbanized Area Set-asides, Suballocation and Project Selection	201, 203, 205, 208, 301, 502, 503
Congestion Management Process (CMP) Implementation	502
Freight Planning	301, 401, 502
Fiscal Constraint and Financial Planning	201, 205, 208
Metropolitan and Statewide Travel Demand Model Maintenance	401, 502, 504
Data Collection for HPMS/Performance Measures, and CMP Development, Maintenance and Monitoring	401, 403, 504
Project Monitoring	211, 301, 501, 502, 506

Exhibit 2: NCC Staff Organizational Chart



CATEGORY 100 – ADMINISTRATION AND TRAINING

Goal: To support effective administration of NCC's transportation planning work that is supported by the UPWP, including contract development, financial management, and other activities needed to support compliance with all program requirements. Staff training is included in this category in order to support high-quality field work, data collection, and transportation planning services to member communities.

TASK 101: INVOICING & ACCOUNTING

Objective: Timely and accurate preparation and submission of a monthly invoices, detailed reports, and back-up documentation using NHDOT-specified formats.

Proposed Activities:

- Development of monthly UPWP invoices and progress reports.
- Prepare for and participate in annual North Country Council financial audits.
- Participation in periodic NHDOT, FHWA, and/or FTA reviews of indirect cost rate.
- Communication with NHDOT staff regarding invoicing and accounting.

Deliverables:

- Monthly UPWP invoices.
- Monthly UPWP progress reports.
- North Country Council annual audit.
- Indirect cost rate proposals.

TASK 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.

Proposed Activities:

- Participate in staff meetings, perform transportation workload planning, and coordinate the management of staff dedicated to the Unified Planning Work Program.
- Develop monthly UPWP progress reports.
- Prepare for and participate in Unified Planning Work Program reviews with NHDOT, FHWA, and/or FTA including the mid-term UPWP Status Conference.
- Development of a Unified Planning Work Program for FY 2022-2023, and administration of updates to the FY 2020-2021 work program as-needed.

Deliverables

- Attendance and participation in UPWP meetings.
- Completion of NHDOT, FHWA, and/or FTA contract reviews as required.
- Annual reports as required.

- FY 2020-2021 UPWP adjustment requests.
- Monthly progress reports and documentation of UPWP deliverables.
- Documentation of equipment or other program purchases.
- Draft FY 2022 – 2023 UPWP.

TASK 103: STAFF TRAINING

Objective: To provide training opportunities for staff to increase knowledge base and improve abilities to provide communities with the highest quality professional transportation planning services. This task includes literature review activities and research for training/education/enrichment. Training activities will meet FHWA guidance on the 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. NCC 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. NCC 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.
- Participate in transportation-related webinars and/or trainings sponsored by groups including but not limited to NHDOT, FHWA, FTA, American Association of State Transportation Officials, National Association of Development Organizations, Transportation Research Board, National Cooperative Highway Research Program, National Center for Safe Routes to School, Sustainable City Network, National Association of Regional Councils, Smart Growth America, Transportation for America, and similar organizations.
- Participation in NHSADES trainings, including RSMS, Stream Crossing Assessment, and Pedestrian Infrastructure Assessment.
- Participate in webinars and trainings conducted by ESRI and/or other GIS trainings to build GIS capacity of transportation planning staff.
- 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.

Deliverables:

- Documentation of attendance or participation in trainings and conferences.

TASK 104: INDIRECT COST ADJUSTMENT

Objective: To reserve UPWP funds to cover potential cost rate adjustments. Any portion of these set-aside funds, if unused, will be reallocated to NCC UPWP tasks with NHDOT approval.

Proposed Activities:

- NCC staff will coordinate with NHDOT staff to redirect used reserve funds to other UPWP tasks.

Deliverables:

- Requests to NHDOT to redirect reserve funds to other UPWP tasks.

TASK 105: PERFORMANCE MEASURES

North Country Council is not proposing to complete any work under this UPWP task.

SUMMARY: CATEGORY 100 – ADMINISTRATION AND TRAINING**Proposed Performance Measures:**

- Completion of all monthly accounting tasks in timely matter.
- Development of FY 2020-21 UPWP.
- Development of indirect cost rate proposals.
- Participation in relevant training opportunities.

CATEGORY 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 ensure compatibility with Statewide plans and policies. This category includes assistance to communities in connecting transportation planning with land use, environmental, livability, and resiliency considerations.

TASK 201: TEN YEAR PLAN

Objective: To assist the Transportation Advisory Committee (TAC) during the Ten-Year Plan/GACIT process. This task includes updating and submitting project priorities, and conducting public outreach for the Ten-Year Transportation Improvement Plan per the processes established in RSA 228:99 and RSA 240.

Proposed Activities:

- Organize and facilitate the regional Ten-Year Plan project solicitation process.
- Participate in project scoping and development meetings within the region.
- Provide TYP evaluation of criteria for all projects.
- Facilitate local and regional input in the Ten-Year Plan.
- Coordinate the regional Ten-Year Plan update schedule with NHDOT staff.
- Participate on policy-level committees related to the Ten-Year Plan.
- Participate in the Ten-Year Plan hearings sponsored by the Governor's Advisory Council on Intermodal Transportation (GACIT).

Deliverables:

- Program of regional project priorities and associated recommendations for the Ten-Year Transportation Improvement Plan.

TASK 202: PLANNING & ENVIRONMENTAL LINKAGES (PEL)

Objective: To provide transportation planning assistance to municipalities, partner organizations, and transit agencies in support of federal and state livability, climate change, and sustainability initiatives. This task includes activities that coordinate land use and transportation initiatives.

Proposed Activities:

- Incorporate discussions related to transportation, land use, and environmental linkages in specific chapters of local master plans and other local, regional, and statewide planning activities.
- Assist municipalities in the development of complete streets programs.
- Development of educational and guidance materials discussing connection of transportation to land use, environmental, livability, and resiliency considerations.
- Participation in efforts to encourage alternative fuel and electric vehicles in the region.
- Development of planning and environmental linkages (PEL) database to support transportation planning and project development.
- Development and facilitation of a North Country Stream Crossing Improvement Task Force to guide NCC outreach and technical assistance to communities for development of culvert improvement projects, including recruitment of Task Force members, facilitation of periodic Task Force meetings, development of stream crossing prioritization methodology, and development of guidance for project development.

Deliverables:

- Documentation of activities/products undertaken will include copies of documents and meeting agendas/minutes.
- Finalized educational and guidance materials.
- Stream crossing prioritization protocol and project development guidance.

TASK 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.

Proposed Activities:

- Participation in periodic TPC meetings.
- Assist with statewide efforts to improve the NH transportation planning process.
- Follow up on TPC-related requests and participate in additional sub-committees as requested and as budget permits.

Deliverables:

- Attendance and participation at meetings, and feedback, development and review of planning and policy items as requested by NHDOT.

TASK 204: INTERAGENCY CONSULTATION

Objective: Participation, as appropriate, in the Interagency Consultation process and meetings.

Proposed Activities:

- Participate with state and federal partners and other Regional Planning Commissions in New Hampshire's Interagency Consultation process.
- Review and provide relevant regional input on proposed STIP Administrative Modifications and Amendments.

Deliverables:

- Attendance and participation in Interagency Consultation meetings and conference calls.
- Review and feedback on interagency consultation process documents, as needed.

TASK 205: REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM

Objective: To update and develop the Regional Transportation Improvement Program (RTIP) for the North Country Council region as informed by the regional Ten Year Plan project solicitation and prioritization process and North Country Council's Regional Transportation Plan. This task also includes regional efforts to support the development of the Statewide Transportation Improvement Program (STIP) and general project monitoring associated with projects in the RTIP or STIP.

Proposed Activities:

- Update of RTIP to support alignment with regional Ten Year Plan project solicitation and prioritization process, as well as North Country Council's Regional Transportation Plan.
- Organize and facilitate the regional Ten-Year Plan project solicitation process.
- Participate in project scoping and development meetings within the region.
- Conduct public outreach related to the development of the Regional Transportation Improvement Program.

Deliverables:

- An updated Regional Transportation Improvement Program (RTIP).

TASK 206: CONGESTION MANAGEMENT PLAN

North Country Council is not proposing to complete any work under this UPWP task.

TASK 207: INTELLIGENT TRANSPORTATION SYSTEMS

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

Proposed Activities:

- Attendance and participation in ITS-related meetings and events.

Deliverables:

- Agendas and/or minutes for ITS-related meetings.
- Documentation of recommendations and/or assistance provided related to use of ITS in the North Country region, as needed.

TASK 208: REGIONAL TRANSPORTATION PLAN

Objective: To develop an updated Regional Transportation Plan for the North Country Council planning region that highlights and documents the transportation-related needs, issues, and opportunities of the region. The last update of the Regional Transportation Plan was completed in 2015.

Proposed Activities:

- Research, data analysis, and engagement with communities and stakeholders to identify transportation-related needs, issues, and opportunities.
- Preparation and finalization of the North Country Council Regional Transportation Plan.
- Periodic updates of the Regional Transportation Plan as necessary to reflect updates to RTIP and regional priorities as determined by the NCC Transportation Advisory Committee.

Deliverables:

- Completed North Country Council Regional Transportation Plan.
- Documentation of public process used to inform plan development and/or updates.

TASK 209: AIR QUALITY CONFORMITY

North Country Council is not proposing to complete any work under this UPWP task.

TASK 210: STATEWIDE LONG RANGE TRANSPORTATION PLAN

Objective: Participate in the efforts to update the Statewide Long Range Transportation Plan (LRTP) at the guidance of NHDOT to support a collaborative planning efforts that accounts for the needs of each region.

Proposed Activities:

- Participation in State LRTP meetings as requested by NHDOT including but not limited to scoping and consultant selection.

Deliverables:

- Documentation of attendance at meetings related to State LRTP.
- Documentation of feedback submitted to NHDOT regarding State LRTP.

TASK 211: BICYCLE AND PEDESTRIAN PLANNING

Objective: To assist with planning for non-motorized transportation options at the local, regional, and statewide levels through outreach, planning support, and technical assistance.

Proposed Activities:

- Participation in regular Statewide Complete Streets Advisory Committee (CSAC) meetings and activities, as well as periodic participation with CSAC subcommittees.
- Participation in local, sub-regional, and regional efforts with communities and non-profit organizations related to bicycle and pedestrian safety and connectivity.
- Development or updating of educational and/or guidance materials related to bicycle and pedestrian planning processes and low-cost implementation.

Deliverables:

- Documentation of assistance provided to statewide, regional, and local committees and organizations.
- New or updated educational and guidance materials.
- Agendas and/or minutes for meeting attended.

TASK 212: FREIGHT PLANNING

North Country Council is not proposing to complete any work under this UPWP task.

SUMMARY: CATEGORY 200 – POLICY AND PLANNING

Proposed Performance Measures:

- Successful completion of NCC Regional Transportation Plan.
- Participation in periodic TPC meeting.
- Successful facilitation of GACIT/Ten Year Plan and Regional Transportation Improvement Program processes.
- Participation in CSAC meetings and other local and regional bicycle and pedestrian-related efforts.
- Participation in Interagency meetings.

CATEGORY 300 – PUBLIC INVOLVEMENT AND COORDINATION

Goal: To provide meaningful public involvement in all phases of the development of transportation plans, policies, project, and priorities. This category includes informing the public about topical transportation planning policy developments as well as ensuring the coordination of municipal, regional, and statewide land use and transportation planning processes.

TASK 301: TRANSPORTATION ADVISORY COMMITTEE

Objective: To provide necessary organization, administrative, and technical support for NCC's Transportation Advisory Committee (TAC), as well as encourage increased participation from municipalities and the general public in regional transportation processes and policy decisions.

Proposed Activities:

- Host and participate in a minimum of six (6) TAC meetings per year.
- TAC meeting facilitation, including preparation of agendas and meeting minutes, correspondence with TAC members and invited guests, and preparation of presentations and other meeting materials.
- Outreach to communities and TAC members to encourage participation in TAC meetings and regional transportation planning and policy processes.
- Periodic attendance at TAC meetings for the Lakes Region Planning Commission (LRPC) and Upper Valley Lake Sunapee Regional Planning Commission (UVLSRPC).

Deliverables:

- TAC meeting agendas, minutes, and other meeting materials and supporting documents.
- Meeting agendas or minutes from LRPC and UVLSRPC TAC meetings.

TASK 302: PLANNING COMMISSION/COMMITTEE MEETINGS

Objective: To maintain commissioner and committee member knowledge and exposure to transportation planning efforts and trends in the region and state to foster informed policy decisions in relation to the planning work of NCC.

Proposed Activities:

- Participation in transportation-related meetings of North Country Council Regional Planning Commission and its sub-committees.
- Periodically update the NCC Board of Directors on the status of transportation planning.

Deliverables:

- Presentations, meeting agendas and minutes, and other meeting materials for NCC Commissioner and sub-committee meetings.

TASK 303: PUBLIC PARTICIPATION PLAN

Objective: To review and update the North Country Council Public Involvement Plan (PPP) as necessary, and to incorporate the PPP into transportation planning activities as appropriate.

Proposed Activities:

- Periodic review and update of PPP as appropriate by NCC staff and Transportation Advisory Committee.

- Incorporation of PPP into transportation planning activities as appropriate.

Deliverables:

- Updated NCC Public Participation Plan, as needed.
- Citation of Public Participation Plan in transportation planning documents and deliverables, as appropriate.

TASK 304: PUBLIC OUTREACH

Objective: To grow public awareness of transportation planning, promote participation in the transportation planning process, and facilitate information sharing with the general public regarding transportation planning, policy, and project development. This task includes any public outreach that is not specifically related to another task in the NCC's FY2020-2021 UPWP.

Proposed Activities:

- Maintain the NCC website as a source of transportation planning information.
- Annual maintenance of membership and rules of procedure for transportation-related committees.
- Development of transportation-related articles for periodic NCC newsletter.
- Organize and/or participate in meetings with local Select Boards and Planning Boards to discuss local, regional, and statewide transportation planning efforts and topics.
- Educate communities about the importance of implementing transportation plans, including the North Country Council Regional Transportation Plan, Regional Transportation Improvement Program, corridor studies, and public transit-human service coordination plans.
- Work with communities to raise public awareness and understanding of key transportation planning concepts and linkages.
- Incorporation of Public Participation Plan into transportation planning activities as appropriate.
- 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.

Deliverables:

- Up-to-date NCC website, including posting relevant transportation planning documents and public engagement opportunities.
- Posting meeting minutes and materials from public meetings of transportation-related committees on the NCC website within thirty (30) days.
- Transportation article(s) in each NCC newsletter.
- Presentations, agendas, and minutes documenting information sharing with local Select Boards and Planning Boards.
- Social media postings about relevant transportation news, projects, research, and events.
- Public outreach materials for transportation planning efforts and issues of regional importance.

TASK 305: POLICY COMMITTEES

North Country Council is not proposing to complete any work under this UPWP task.

SUMMARY: CATEGORY 300 – PUBLIC INVOLVEMENT AND COORDINATION***Proposed Performance Measures:***

- Hold at least six (6) TAC meetings per year.
- Increased TAC membership and participation.
- Increased communication and coordination with communities and NCC committees regarding transportation-related issues.
- Transportation-related articles in each NCC newsletter.

CATEGORY 400 – PLAN SUPPORT

Goal: to provide for the effective and efficient collection, analysis, visualization and maintenance of transportation planning data including the development and mapping of socioeconomic, land use, environmental, and transportation system data for use in NCC transportation planning activities.

TASK 401: TRAFFIC COUNT PROGRAM

Objective: To collect, analyze, and present traffic volume data for use in NHDOT project development, statewide traffic volume database development, local requests, and for other tasks within the Unified Planning Work Program. To collect, analyze, and present non-motorized transportation (bicycle and pedestrian) volume data to inform NCC and local project development.

Proposed Activities:

- Annually conduct up to 180 automatic traffic volume counts at established NHDOT counter locations in the NCC planning region (excluding counts conducted on interstate highways).
- Conduct additional traffic volume counts at the request of member communities to assist with other regional studies and planning efforts.
- Conduct 12-hour manual turning movement counts at the request of NHDOT and as needed to support local transportation planning efforts and studies.
- Conduct bicycle or pedestrian count data at request of member communities, NHDOT, or State Complete Streets Advisory Committee.
- Administration of the traffic count program, including maintenance of traffic count equipment and software, training field staff, and logging completed field work.

Deliverables:

- Complete traffic volume, turning movement, and bicycle and pedestrian count data.
- Periodic submission of .PRN files to NHDOT.
- Data reports for municipally-requested counts.

TASK 402: SADES INVENTORY EFFORTS

Objective: In cooperation with the NHDOT and UNH T2, perform road surface assessments and development management strategies with local communities utilizing the latest version of the T2 developed SADES RSMS software.

Proposed Activities:

- Perform road surface assessments and forecasting for at least two (2) member communities per fiscal year, including field work, data processing and QA/QC, meetings with municipal staff to inform project planning and forecasting, and development of reports for municipalities.
- Participation in meetings with NHDOT, UNH T2, and RPC partners as needed regarding SRSMS program.
- Perform infrastructure asset inventories, such as culverts, bridges, and sidewalks, in accordance with NH SADES data collection protocols.
- Perform regional and/or watershed-wide stream crossing assessments on public roadways and transportation facilities in accordance with NH SADES data collection protocols.
- Training of field staff for SADES assessment and inventory efforts, as necessary.
- Outreach to communities about available SADES assessment and inventory programs.

Deliverables:

- Inventory and/or assessment reports for municipalities and/or projects, including maps and forecasting results as requested/applicable.

TASK 403: GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Objective: To collect, analyze, and maintain transportation-related GIS data layers to support transportation planning activities and programs of municipalities, NCC, and other organizations, and to conduct SADES inventories related to culverts, bridges, and sidewalk infrastructure.

Proposed Activities:

- Develop and maintain transportation-related Geographic Information Systems (GIS) data layers.
- Assist municipalities, partner organizations, and transit and transportation service agencies with transportation-related mapping requests.

Deliverables:

- Updated transportation-related Geographic Information Systems (GIS) layers.
- Mapping products for the use of member communities and community partners.

TASK 404: DEMOGRAPHICS

Objective: To collect, process, and/or disseminate demographic information to support local and regional transportation planning activities, including, but not limited to, decennial census, American Community Survey, and employment information.

Proposed Activities:

- Maintain and update regional demographics database to support development of local and regional transportation plans and studies.
- Disseminate relevant demographic information to member communities through the development of community demographic profiles, as requested.

Deliverables:

- Updated regional demographics database.
- Community demographic profile reports.

TASK 405: EQUIPMENT

Objective: To purchase and maintain equipment and transportation planning materials needed to effectively carry out the activities outlined in the approved United Planning Work Program. Items purchased through the UPWP are for the sole use of transportation planning activities at NCC.

Proposed Activities:

- Acquisition of up to two (2) new traffic counters per year.
- Maintenance and repairs of traffic counters, including, but not limited to, new batteries, air switches, and factory repairs.
- Procurement of necessary materials for traffic data collection, including, but not limited to, traffic safety vests and other personal protective equipment, rubber tubing, nails and spikes, locks and chain, mastic tape, clamps, and fasteners, and small tools.
- Procurement of computer work stations for transportation planning staff.
- Procurement of and/or updates to transportation-related computer software.
- Fuel, maintenance, and commercial auto insurance for NCC's work truck.

Deliverables:

- Invoices, quotes, and evidence of competitive prices received for services and purchases.

TASK 406: REGIONAL TRANSPORTATION MODEL

North Country Council is not proposing to complete any work under this UPWP task.

TASK 407: MEMBERSHIPS, SUBSCRIPTIONS, AND 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.

Proposed Activities:

- Payment of annual ESRI ArcGIS license and maintenance agreement.

- Payment of annual ArcGIS Online subscription.
- Payment towards National Association of Development Organization's annual general membership dues.

Deliverables:

- Evidence of membership, subscription, licenses, or other professional activity costs will be furnished as part of the monthly invoice at the time of purchase.

SUMMARY: CATEGORY 400 – PLAN SUPPORT***Proposed Performance Measures:***

- Strive for 100% completion of NHDOT-requested traffic counts each year.
- Increased demographic data resources for member communities.

CATEGORY 500 – TECHNICAL ASSISTANCE AND SUPPORT

Goal: To support local, regional, and statewide transportation planning efforts by providing direct transportation planning consultation, technical assistance, and project development assistance to municipalities, community and regional partners, and statewide agencies.

TASK 501: LOCAL AND REGIONAL ASSISTANCE

Objective: To assist communities and partner organizations in addressing transportation-related needs, issues, and opportunities through the provision of periodic, small-scale technical assistance and facilitating local collaboration.

Proposed Activities:

- Provide transportation-related technical assistance to municipalities and partner organizations.
- Assist communities and partner organizations with the development and implementation of transportation plans, including up to three (3) local master plan transportation chapters.
- Respond to requests for data, information, and guidance on transportation-related topics and projects.
- Review of development proposals with potential for regional impacts.
- Attendance at meetings of regional working groups, Planning Boards, and Select Boards/city councils to discuss transportation topics.
- Assist regional land management agencies (including but not limited to White Mountain National Forest, NH State Parks, NH Fish & Game, US Fish & Wildlife Service) with transportation planning efforts.
- Assist communities and partner organizations with transportation-related grant applications and other applications or requests for funding.
- Provide preliminary consultation to communities in the development of future transportation projects through evaluation of existing conditions and examination of alternatives.

- Provide assistance to the North Country Scenic Byways Council (estimated at 6 meetings per year).
- Procure and provide access to the services of a qualified engineer on an as-needed basis.

Deliverables:

- Agendas and/or meeting minutes of meetings attended/facilitated.
- Documentation of technical assistance provided to municipalities and partner organizations.
- Documentation of qualifications-based selection (QBS) process for solicitation of engineering services.

TASK 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:

- 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.
- Participate in Public Information/Public Official meetings hosted by NHDOT in communities in the region.
- Participate in other statewide transportation planning and/or policy efforts, as requested.

Deliverables:

- Meeting agendas and/or minutes of meetings attended.
- Documentation of NCC participation and support for statewide transportation planning efforts.

TASK 503: LOCAL PUBLIC AGENCY PROGRAM SUPPORT

Objective: To assist communities in the North Country Council planning region in applying for or managing Local Public Agency projects.

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.
- Participate in NHDOT program-specific training sessions.

Transportation Alternatives Program

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

State Aid Bridge Program (SAB)

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

State Aid Highway Program (SAH)

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

Highway Safety Improvement Program (HSIP)

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

Congestion Mitigation and Air Quality Program (CMAQ)

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

Recreational Trails Program (RTP)

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

Deliverables:

- Increased and enhanced local participation in LPA programs.

TASK 504: SPECIAL PROJECTS

Objective: To provide transportation planning services to communities, transit agencies, and partner organizations that further local, regional, or statewide planning and policy and goals and are not associated with other tasks in the UPWP and/or require significant staff time. When such activities arise, NCC will seek approval from NHDOT to utilize funds under this task before project activities begin. NHDOT must provide written authorization to expend funds under this task before the funds may be expended. All projects for which contracts are developed and UPWP funds are expended shall fall into this task. The services of consultants may be utilized for certain task in this category, if appropriate.

Potential Special Projects:

- Local traffic and/or parking studies for which significant staff time is required.
- Development of transportation plans (Bicycle and Pedestrian, Parking, transportation chapters of Master Plans) for which significant staff time is required.

Deliverables:

- Documentation of completed special projects.

TASK 505: REGIONAL COORDINATION COUNCILS

Objective: To provide the necessary organizational, administration, and technical support for the Carroll County Regional Coordinating Council (CCRCC) and Grafton-Coos Regional Coordinating Council (GCRCC).

Proposed Activities:

- Facilitate RCC meetings, including agenda development, minutes, and other meeting materials, in coordination with staff of neighboring regional planning commissions and the RCC chairs.
- Assist the RCCs with the development of 5310 Purchase of Service and Formula Funding applications and other transit funding proposals as needed.
- Maintain and update RCC websites and service provider directories as needed.
- Provide limited technical assistance to the RCCs in implementing Coordinated Plan recommendations and actions recommended by the State Coordinating Council.

Deliverables:

- Meeting minutes and/or agendas and other meeting materials for RCC meetings.
- Completed 5310 POS and FF application(s) for RCC(s).

TASK 506: TRANSIT ASSISTANCE

Objective: To promote the utilization of existing public transit and transportation services provided by the NCC region, and to encourage the expansion of ridership and services. To promote transportation options, including ridesharing, public transit, bicycle and pedestrian commuting options.

Proposed Activities:

- Assist public transit and transportation service providers with transit planning, needs assessments, public outreach efforts, grant applications, mapping, and other technical assistance needs.
- Promote coordination between public transit providers, transportation service providers, human services agencies, employers, and communities in the region.
- Participate in NHDOT program-specific training sessions.
- Participate in local, regional, and statewide organizational and outreach efforts (e.g., CommuteSmart NH) as applicable.

Deliverables:

- Resource documents, reports, maps and other work products demonstrating transit assistance.

TASK 507: TDM (TRAVEL DEMAND MANAGEMENT)

North Country Council is not proposing to complete any work under this UPWP task.

SUMMARY: CATEGORY 500 – TECHNICAL ASSISTANCE AND SUPPORT**Proposed Performance Measures:**

- Identification, development, and completion of Special Projects.
- Facilitation of RCC meetings and funding applications, as needed.
- Completed SRSMS assessments and reports for municipalities.
- Provision of local and regional technical assistance as requested.

CATEGORY 600 – SPECIAL PROJECTS

TASK 600: UPDATED COORDINATED PUBLIC TRANSIT AND HUMAN SERVICES TRANSPORTATION PLAN FOR CARROLL, COOS, AND NORTHERN GRAFTON COUNTIES

Objective: To collaborate with Lakes Region Planning Commission to prepare an updated Coordinated Public Transit and Human Services Transportation Plan for Carroll, Coos, and Northern Grafton Counties to identify service gaps, assess transportation needs, and support future federal funding applications for transportation service providers operating in this region.

Proposed Activities:

Phase 1 – Conduct Service Availability Study

- Perform research to identify operational transportation services in Carroll, Coos, and Northern Grafton Counties. Data will be collected from transportation and human service providers, existing transportation plans, federal grant reporting, transportation and human services directories, and other existing resources.

Phase 2 – Perform Needs Assessment

- Conduct research, public engagement meetings, and a survey program to collect data on transportation-dependent populations, essential goods and service, and corresponding service gaps through review of relevant plans and public outreach, including surveys and public meetings.

Phase 3 – Identify and Prioritize Implementation Strategies

- Work with Carroll County RCC and Grafton-Coos RCC to identify strategies and priorities pertaining to the transportation needs and service gaps identified in Phases I and II.

Phase 4 – Draft Coordinated Plan Update

- Prepare draft update of the 2014 Coordinated Public Transit and Human Services Transportation Plan for Coos, Carroll, and Northern Grafton Counties using the information and data collected in Phases I, II, and III.

Phase 5 – Public Review

- Distribute the draft Coordinated Plan for review by RCC partners, stakeholders, and the general public.
- Compile comments and input received.

Phase 6 – Plan Finalization and Adoption

- Seek approval from Grafton-Coos RCC, Carroll County RCC, and the respective Commissions of NCC and LRPC.

Deliverables:

- Approved Coordinated Public Transit and Human Services Transportation Plan for Carroll, Coos, and Northern Grafton Counties.
- Maps of service areas and areas of need.
- Documentation of needs findings.
- Prioritized list of implementation strategies.
- Records of public meetings where the Coordinated Plan is discussed.

SUMMARY: CATEGORY 600 – SPECIAL PROJECTS

Proposed Performance Measures:

- Approved Coordinated Public Transit and Human Services Transportation Plan for Carroll, Coos, and Northern Grafton Counties.

Exhibit 4: Detailed Budget, North Country Council FY 2020-21 Unified Planning Work Program

	North Country Council Detailed Budget - FY 2020-21 Unified Planning Work Program					
	Individual Year Budgets		Cumulative Budget			
Category 100: Administration & Training	FY 2020	FY 2021	Federal Share (80%)	TTC Match (10%)	NCC Local Match (10%)	Total Budget
Task 101: Invoices and Accounting	\$11,000.00	\$11,000.00	\$17,600.00	\$2,200.00	\$2,200.00	\$22,000.00
Task 102: Program Administration	\$12,000.00	\$12,000.00	\$19,200.00	\$2,400.00	\$2,400.00	\$24,000.00
Task 103: Training	\$8,000.00	\$8,000.00	\$12,800.00	\$1,600.00	\$1,600.00	\$16,000.00
Task 104: UPWP Ind. Cost Rate Adjustment	\$5,000.00	\$5,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$10,000.00
Task 105: Performance Measures	-	-	-	-	-	-
Postage	\$300.00	\$300.00	\$480.00	\$60.00	\$60.00	\$600.00
Mileage	\$1,000.00	\$1,000.00	\$1,600.00	\$200.00	\$200.00	\$2,000.00
Category 100: Totals	\$37,300.00	\$37,300.00	\$59,680.00	\$7,460.00	\$7,460.00	\$74,600.00
Category 200: Policy & Planning	FY 2020	FY 2021	Federal Share (80%)	TTC Match (10%)	NCC Local Match (10%)	Total Budget
Task 201: Ten Year Plan/GACIT	\$5,000.00	\$0.00	\$4,000.00	\$500.00	\$500.00	\$5,000.00
Task 202: Planning & Environmental Linkages (PEL)	\$5,000.00	\$8,000.00	\$10,400.00	\$1,300.00	\$1,300.00	\$13,000.00
Task 203: Transportation Planners Collaborative	\$1,000.00	\$1,000.00	\$1,600.00	\$200.00	\$200.00	\$2,000.00
Task 204: Interagency Consultation/STIP	\$1,000.00	\$1,000.00	\$1,600.00	\$200.00	\$200.00	\$2,000.00
Task 205: Transportation Improvement Program	\$0.00	\$8,000.00	\$6,400.00	\$800.00	\$800.00	\$8,000.00
Task 206: Congestion Management Planning	-	-	-	-	-	-
Task 207: Intelligent Transportation Systems (ITS)	\$500.00	\$500.00	\$800.00	\$100.00	\$100.00	\$1,000.00
Task 208: Regional Transportation Plan	\$15,000.00	\$5,000.00	\$16,000.00	\$2,000.00	\$2,000.00	\$20,000.00
Task 209: Air Quality Conformity	-	-	-	-	-	-
Task 210: Statewide Long Range Transportation Plan	\$1,000.00	\$1,000.00	\$1,600.00	\$200.00	\$200.00	\$2,000.00
Task 211: Bicycle and Pedestrian Planning	\$9,500.00	\$9,500.00	\$15,200.00	\$1,900.00	\$1,900.00	\$19,000.00
Task 212: Freight Planning	-	-	-	-	-	-
Mileage	\$2,000.00	\$2,000.00	\$3,200.00	\$400.00	\$400.00	\$4,000.00
Category 200: Totals	\$40,000.00	\$36,000.00	\$60,800.00	\$7,600.00	\$7,600.00	\$76,000.00

Exhibit 4 (continued): Detailed Budget, North Country Council FY 2020-21 UPWP

Category 300: Public Involvement & Coordination	FY 2020	FY 2021	Federal Share (80%)	TTC Match (10%)	NCC Local Match (10%)	Total Budget
<i>Task 301: Transportation Advisory Committee</i>	\$10,000.00	\$10,000.00	\$16,000.00	\$2,000.00	\$2,000.00	\$20,000.00
<i>Task 302: Planning Commission/Committee Meetings</i>	\$1,000.00	\$1,000.00	\$1,600.00	\$200.00	\$200.00	\$2,000.00
<i>Task 303: Public Participation Plan</i>	\$0.00	\$500.00	\$400.00	\$50.00	\$50.00	\$500.00
<i>Task 304: Public Outreach</i>	\$5,000.00	\$5,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$10,000.00
<i>Task 305: Policy Committees</i>	-	-	-	-	-	-
<i>Mileage</i>	\$500.00	\$500.00	\$800.00	\$100.00	\$100.00	\$1,000.00
Category 300: Totals	\$16,500.00	\$17,000.00	\$26,800.00	\$3,350.00	\$3,350.00	\$33,500.00
Category 400: Plan Support	FY 2020	FY 2021	Federal Share (80%)	TTC Match (10%)	NCC Local Match (10%)	Total Budget
<i>Task 401: Traffic Counts</i>	\$35,500.00	\$35,500.00	\$56,800.00	\$7,100.00	\$7,100.00	\$71,000.00
<i>Task 402: SADES Inventory Efforts</i>	\$15,000.00	\$15,000.00	\$24,000.00	\$3,000.00	\$3,000.00	\$30,000.00
<i>Task 403: Geographic Information Systems (GIS)</i>	\$5,000.00	\$5,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$10,000.00
<i>Task 404: Demographics</i>	\$3,500.00	\$3,500.00	\$5,600.00	\$700.00	\$700.00	\$7,000.00
<i>Task 405: Equipment</i>	\$8,000.00	\$8,000.00	\$12,800.00	\$1,600.00	\$1,600.00	\$16,000.00
<i>Task 406: Regional Transportation Model</i>	-	-	-	-	-	-
<i>Task 407: Memberships, Subscriptions, and Professional Costs</i>	\$6,000.00	\$6,000.00	\$9,600.00	\$1,200.00	\$1,200.00	\$12,000.00
<i>Mileage</i>	\$500.00	\$500.00	\$800.00	\$100.00	\$100.00	\$1,000.00
Category 400: Totals	\$73,500.00	\$73,500.00	\$117,600.00	\$14,700.00	\$14,700.00	\$147,000.00
Category 500: Technical Assistance & Support	FY 2020	FY 2021	Federal Share (80%)	TTC Match (10%)	NCC Local Match (10%)	Total Budget
<i>Task 501: Local and Regional Assistance</i>	\$41,300.00	\$41,300.00	\$66,080.00	\$8,260.00	\$8,260.00	\$82,600.00
<i>Task 502: Statewide Assistance</i>	\$4,500.00	\$4,500.00	\$7,200.00	\$900.00	\$900.00	\$9,000.00
<i>Task 503: Local Public Agency Program Support</i>	\$10,000.00	\$10,000.00	\$16,000.00	\$2,000.00	\$2,000.00	\$20,000.00
<i>Task 504: Special Projects</i>	\$30,000.00	\$30,000.00	\$48,000.00	\$6,000.00	\$6,000.00	\$60,000.00
<i>Task 505: Regional Coordinating Councils</i>	\$12,000.00	\$12,000.00	\$19,200.00	\$2,400.00	\$2,400.00	\$24,000.00
<i>Task 506: Transit Assistance</i>	\$8,000.00	\$8,000.00	\$12,800.00	\$1,600.00	\$1,600.00	\$16,000.00
<i>Task 507: TDM (Travel Demand Management)</i>	-	-	-	-	-	-
<i>Mileage</i>	\$2,000.00	\$2,000.00	\$3,200.00	\$400.00	\$400.00	\$4,000.00
Category 500: Totals	\$107,800.00	\$107,800.00	\$172,480.00	\$21,560.00	\$21,560.00	\$215,600.00
Subtotal: Categories 100-500	\$275,100.00	\$271,600.00	\$437,360.00	\$54,670.00	\$54,670.00	\$546,700.00

Exhibit 4 (continued): Detailed Budget, North Country Council FY 2020-21 UPWP

Category 600: Special Projects	FY 2020	FY 2021	Federal Share (80%)	TTC Match (10%)	NCC Local Match (10%)	Total Budget
Task 600: Coordinated Plan	\$14,771.11	\$14,796.37	\$23,653.98	\$2,956.75	\$2,956.75	\$29,567.48
Category 600: Totals	\$14,771.11	\$14,796.37	\$23,653.98	\$2,956.75	\$2,956.75	\$29,567.48
Grand Totals: Categories 100 - 600	\$289,871.11	\$286,396.37	\$461,013.98	\$57,626.75	\$57,626.75	\$576,267.48

Exhibit 5: Summarized Budget, North Country Council FY 2020-21 UPWP

	North Country Council Summarized Budget - FY 2020-21 Unified Planning Work Program					
	Individual Year Budgets		Cumulative Budget			
	FY 2020	FY 2021	Federal Share (80%)	TTC Match (10%)	NCC Local Match (10%)	Total Budget
Category 100: Administration & Training	\$43,300.00	\$43,300.00	\$69,280.00	\$8,660.00	\$8,660.00	\$86,600.00
Category 200: Policy & Planning	\$39,000.00	\$37,000.00	\$60,800.00	\$7,600.00	\$7,600.00	\$76,000.00
Category 300: Public Involvement & Coordination	\$16,500.00	\$17,000.00	\$26,800.00	\$3,350.00	\$3,350.00	\$33,500.00
Category 400: Plan Support	\$62,500.00	\$62,500.00	\$100,000.00	\$12,500.00	\$12,500.00	\$125,000.00
Category 500: Technical Assistance & Support	\$112,800.00	\$113,300.00	\$180,880.00	\$22,610.00	\$22,610.00	\$226,100.00
Subtotal: Categories 100 - 500	\$274,100.00	\$273,100.00	\$437,760.00	\$54,720.00	\$54,720.00	\$547,200.00
Category 600: Coordinated Plan	\$14,771.11	\$14,796.37	\$23,653.98	\$2,956.75	\$2,956.75	\$29,567.48
Grand Totals: Categories 100 - 600	\$288,871.11	\$287,896.37	\$461,413.98	\$57,676.75	\$57,676.75	\$576,767.48

Exhibit 6: Staff Hours By Task, North Country Council FY 2020-21 UPWP

	NCC Staff Hours by Task - FY 2020-21 UPWP		
	Individual Year Hours		Total
Category 100: Administration & Training	FY 2020	FY 2021	FY 2020-21
Task 101: Invoices and Accounting	180	180	360
Task 102: Program Administration	196	196	392
Task 103: Training	131	131	262
Task 104: UPWP Ind. Cost Rate Adjustment	0	0	0
Task 105: Performance Measures	0	0	0
Category 100: Totals	507	507	1,014
Category 200: Policy & Planning	FY 2020	FY 2021	FY 2020-21
Task 201: Ten Year Plan/GACIT	82	0	82
Task 202: Planning & Environmental Linkages (PEL)	82	131	213
Task 203: Transportation Planners Collaborative	16	16	32
Task 204: Interagency Consultation/STIP	16	16	32
Task 205: Transportation Improvement Program	0	131	131
Task 206: Congestion Management Planning	-	-	-
Task 207: Intelligent Transportation Systems (ITS)	8	8	16
Task 208: Regional Transportation Plan	245	82	327
Task 209: Air Quality Conformity	-	-	-
Task 210: Statewide Long Range Transportation Plan	16	16	32
Task 211: Bicycle and Pedestrian Planning	155	155	310

Exhibit 6 (continued): Staff Hours By Task, North Country Council FY 2020-21 UPWP

Task 212: Freight Planning	-	-	-
Category 200: Totals	620	555	1,175
Category 300: Public Involvement & Coordination	FY 2020	FY 2021	FY 2020-21
Task 301: Transportation Advisory Committee	163	163	326
Task 302: Planning Commission/Committee Meetings	16	16	32
Task 303: Public Participation Plan	0	8	8
Task 304: Public Outreach	82	82	164
Task 305: Policy Committees	-	-	-
Category 300: Totals	261	269	530
Category 400: Plan Support	FY 2020	FY 2021	FY 2020-21
Task 401: Traffic Counts	580	580	1160
Task 402: SRSMS	245	245	490
Task 403: Geographic Information Systems (GIS)	82	82	164
Task 404: Demographics	57	57	114
Task 405: Equipment	0	0	0
Task 406: Regional Transportation Model	-	-	-
Task 407: Memberships, Subscriptions, and Professional Costs	0	0	0
Category 400: Totals	964	964	1928
Category 500: Technical Assistance & Support	FY 2020	FY 2021	FY 2020-21
Task 501: Local and Regional Assistance	544	544	1088
Task 502: Statewide Assistance	73	73	146
Task 503: Local Public Agency Program Support	163	163	326
Task 504: Special Projects	490	490	980
Task 505: Regional Coordinating Councils	196	196	392
Task 506: Transit Assistance	131	131	262
Task 507: TDM (Travel Demand Management)	-	-	-
Category 500: Totals	1,597	1,597	3,194
Subtotal: Categories 100 - 500	3,949	3,892	7,841
Category 600: Special Projects	FY 2020	FY 2021	FY 2020-21
Task 600: Coordinated Plan	163	163	326
Category 600: Totals	163	163	326
Grand Totals: Categories 100 - 600	4,112	4,055	8,167

Exhibit 7: Staff Hours By Category, North Country Council FY 2020-21 UPWP

	NCC Staff Hours by Category - FY 2020-21 UPWP		
	Individual Year Hours		Total
	FY 2020	FY 2021	FY 2020-21
Category 100: Administration & Training	506	506	1,012
Category 200: Policy & Planning	620	555	1,175
Category 300: Public Involvement & Coordination	261	269	530
Category 400: Plan Support	963	963	1,926
Category 500: Technical Assistance & Support	1,597	1,597	3,194
Subtotal: Categories 100 - 500	3,947	3,890	7,837
Category 600: Coordinated Plan	163	163	326
Grand Totals: Categories 100 - 600	4,110	4,053	8,163

ARTICLE I

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

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

F. DATE OF COMPLETION

The date of completion for the Planning services rendered under this AGREEMENT shall be June 30, 2021.

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 \$576,767.48 in State Fiscal Years 2020 and 2021. Funding from the Federal Highway Administration (FHWA) comes from available Planning Funds. Of the \$576,767.48 fee, approximately 90% (\$519,090.73) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% (\$57,676.75) 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 \$519,090.73 total amount).

B. SALARY, BENEFITS AND INDIRECT COSTS

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

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

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

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

ARTICLE II

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

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

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

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

C. DIRECT EXPENSES

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

ARTICLE II

D. FIXED FEE

Blank

E. PAYMENTS

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

F. RECORDS - REPORTS

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

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

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

Blank

B. CONTRACT PROPOSALS

Blank

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

Blank

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

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is at 161 Main Street, Littleton, 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.

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5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

(1) programs of the DEPARTMENT such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

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

ARTICLE IV

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

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

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

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

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

- (a) withholding of payments to the COMMISSION under the AGREEMENT until the COMMISSION complies; and/or
- (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

ARTICLE IV

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

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

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

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 ☒, proposed subconsultant _____, hereby certifies that it has ☒, 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 ☒, 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.

North Country Council
(Company)

By: [Signature]
CO-EXECUTIVE Director / CEO
(Title)

Date: 4/9/2019

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 CO-EXECUTIVE Director : CEO and duly-authorized representative of the firm of NORTH COUNTRY 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.

4/9/2019
(Date)


(Signature)

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

Kathleen Spentz (SEAL)
4/9/2019

Consultant

CONSULTANT

Dated: 4/9/2019

By: *[Signature]*
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

Dated: 5/2/19

By: *[Signature]*
Commissioner, NHDOT

Attorney General

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

Dated: 6/7/19

By: *William B. Green*
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

Certificate of Vote

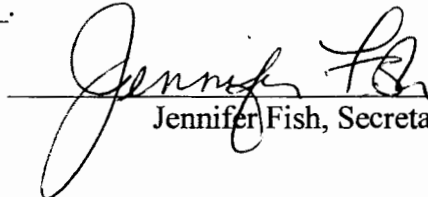
I, **Jennifer Fish, Secretary** of North Country Council (hereinafter the "Council") do hereby certify that:

- 1) I am the duly elected and acting Secretary of the Council, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
- 2) I sign and maintain or cause to be maintained and am familiar with the minutes of the Council;
- 3) I am duly authorized to issue certificates with respect to the contents of such minutes;
- 4) At the Board of Directors meeting held on **April 9th, 2019**, the Council voted to accept Federal and State Program Funds and to enter into contracts with the Department of Transportation and other State and Federal Agencies for the purpose of providing services for these agencies and accepting funds from the State. The Council further authorizes the Co-Executive Director & CEO to authorize any documents which may be necessary to effectuate this contract;
- 5) 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
- 6) The following person has been appointed to and now occupies the office indicated in item (4) above.

Michelle Moren-Grey, Co-Executive Director & CEO

Name and Title of person authorized to sign

In Witness whereof, I have hereunto set my hand as the **Secretary** of the Council, this 9th day of April, 20 19.

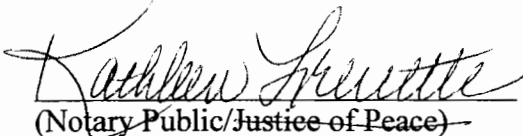

Jennifer Fish, Secretary

**State of New Hampshire
County of Grafton**

On this 9th day of April, 20 19 before me Kathleen Frenette
(Notary Public/Justice of Peace)

personally appeared Jennifer Fish who acknowledged her/himself to be the **Secretary** of the Council, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and the official seal.


(Notary Public/Justice of Peace)

KATHLEEN F. FRENETTE
Notary Public - New Hampshire
My Commission Expires September 27, 2022

(SEAL)

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: North Country Council 161 Main Street Littleton, NH 03561		Member Number: 576	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 250,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regards to the Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days prior.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Transportation 7 Hazen Dr Concord, NH 03302					By: Mary Beth Purcell
					Date: 4/9/2019 mpurcell@nhprimex.org
					Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit - 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 checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	7/1/2018	7/1/2019	Combined Single Limit (Each Accident) \$5,000,000 Aggregate \$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Transportation 7 Hazen Dr. Concord, NH 03302			By: Mary Beth Purcell
			Date: 4/9/2019 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

NON-DISCRIMINATION ASSURANCES

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

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

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

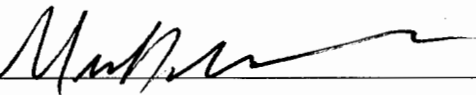
The AGENCY TITLE, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on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

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

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

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

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

Signature  Date: 4/1/2019

Name/Title Michelle Moren-Grey, Co-EXECUTIVE Dir: CEO

Attachments: Appendix A

APPENDIX A

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

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

ATTACHMENT 7

CERTIFICATE OF GOOD STANDING

The North Country Council Regional Planning Commission is not required to have a Certificate of Good Standing because they are a “political subdivision” under RSA 36:49—a.