



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

59
Beaton

Bureau of Planning and Community Assistance
May 5, 2017

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the North Country Council (Vendor #177235) Littleton, NH in the amount of \$492,480 to undertake certain transportation related planning activities from July 1, 2017, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2019. 100% Federal Funds.

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

	<u>FY 2018</u>	<u>FY 2019</u>	<u>TOTAL</u>
04-096-096-962515-2944 SPR Planning Funds			
072-500575 Grants to Non-Profits-Federal	\$246,240	\$246,240	\$492,480

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 2018 and 2019. As part of this program, the North Country Council will provide transportation planning and programming 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.

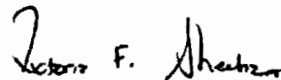
These planning factors are identified in the Fixing America's Surface Transportation (FAST) Act. Additionally, the North Country Council will address the New Hampshire Federal Highway Administration and Federal Transit Administration Planning Emphasis Areas (PEAs), which include FAST Act implementation 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 \$547,200. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion \$492,480 is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional \$54,720 in local funds (collected by the North Country Council to be applied towards total cost).

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

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

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

BUREAU OF PLANNING & COMMUNITY ASSISTANCE
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ARTICLE I

NORTH COUNTRY COUNCIL
FED. NO.: X-A004(619)
STATE NO. 41375A

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

PREAMBLE

THIS AGREEMENT made by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and the North Country Council, with principal place of business at Mount Eustis Commons, 262 Cottage Street, Suite #246, in the Town of Littleton, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

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

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.

2018-2019



UNIFIED PLANNING WORK PLAN



**NORTH COUNTRY
COUNCIL**

COMMUNITY PLANNING AND DEVELOPMENT

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INTRODUCTION

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

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

The North Country Council Regional Transportation Plan was adopted by the North Country Council Transportation Advisory Committee on 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 during 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 recommendation 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.
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.

The Unified Planning Work Program of North Country Council encompasses a two year scope of work developed in cooperation with NHDOT, FHWA and FTA. The North Country Council 2018-2019 UPWP scope of work covers planned work from July 1, 2017 to June 30, 2019. The work included in this scope of work is supported by the previous UPWP work completed by the North Country Council in previous cycles, and is designed to support the historic efforts of transportation planning supported 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)**, and **MAP-21**, the **Moving Ahead for Progress in the 21st Century Act of 2012**, and the **Fixing America's Surface Transportation (FAST) Act of 2015**.

ACRONYMS USED

APA = American Planning Association
BPTAC = Bicycle and Pedestrian Transportation Advisory Council
CCRCC = Carroll County Regional Coordinating Council
FAST = Fixing America's Surface Infrastructure Act
FHWA = Federal Highways Administration
GCRCC = Grafton-Coos Regional Coordinating Council
GIS = Geographic Information Systems
HPMS = Highway Performance Monitoring System
ITS = Intelligent Transportation System
LPA = Local Public Agency
NADO = National Association of Development Organizations
NCC = North Country Council
NHDOT = New Hampshire Department of Transportation
NHPA = New Hampshire Planning Association
NHRTA = New Hampshire Rail Transit Authority
NHS = National Highway System
MAP-21 = Moving Ahead for Progress in the 21st Century
NNECAPA = Northern New England Chapter of the American Planning Association
PEA = Planning Emphasis Area
PEL = Planning and Environmental Linkages
PPP = Public Participation Plan
RCC = Regional Coordinating Council
RPC = Regional Planning Commission
RSA = Road Safety Audit
RSMS = Road Surface Management System
RTIP = Regional Transportation Improvement Program
RTP = Regional Transportation Plan
SADES = Statewide Asset Data Exchange System
SAFETEA-LU = Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
SCC = Statewide Coordinating Council
SPR = Special Projects & Research
SRTS = Safe Routes to School
STIP = Statewide Transportation Improvement Plan
TAC = Transportation Advisory Committee
TAP = Transportation Alternatives Program
TDM = Transportation Demand Management
TIP = Transportation Improvement Plan
TPC = Transportation Planners Collaborative
TYP = Ten Year Plan
UPWP = Unified Planning Work Program
USDOT = United States Department of Transportation

Planning efforts undertaken within the Unified Planning Work Program for fiscal years 2018-2019 will be conducted by staff of North Country Council as outlined in the scope of work provided in this UPWP. Planning efforts will be undertaken, supported, and overseen by a range of staff at North Country Council.

Executive Director: Transportation planning will be overseen by the Executive Director. The Executive Director also represents the Council in state-wide and policy discussion. Responsibilities of the Executive Director include:

- Provides oversight of Transportation Planners and Financial Manager
- Establishes of policy with North Country Council Board of Directors
- Participates with the Transportation Advisory Committee
- Manages of planning budget and workload
- Involved in national and state-wide policy discussions
- Facilitates collaboration with the eight other Regional Planning Commissions
- Liaise with NHDOT regarding policy-level discussions

Financial Manager: The Financial Manager is responsible for the administration of program revenues and expenses. Responsibilities of this position include:

- Maintains of records and development of reports on monthly expenses
- Compiles of documentation required by NHDOT.
- Assists with audits
- Conducts indirect rate analysis

Transportation Planner: The lead transportation planner serves as the primary contact for local officials and regional organizations for transportation specific matters and projects. Responsibilities of this position include:

- Develops monthly progress reports for NHDOT
- Facilitates of the Transportation Advisory Committee
- Supports for the Regional Coordinating Councils within the region
- Organizes and plans for field work, data collection, GIS and traffic counts
- Participates in DOT Transportation Planning Collaborative to foster regional cooperation
- Represents the region on state advisory committees such as the BPTAC

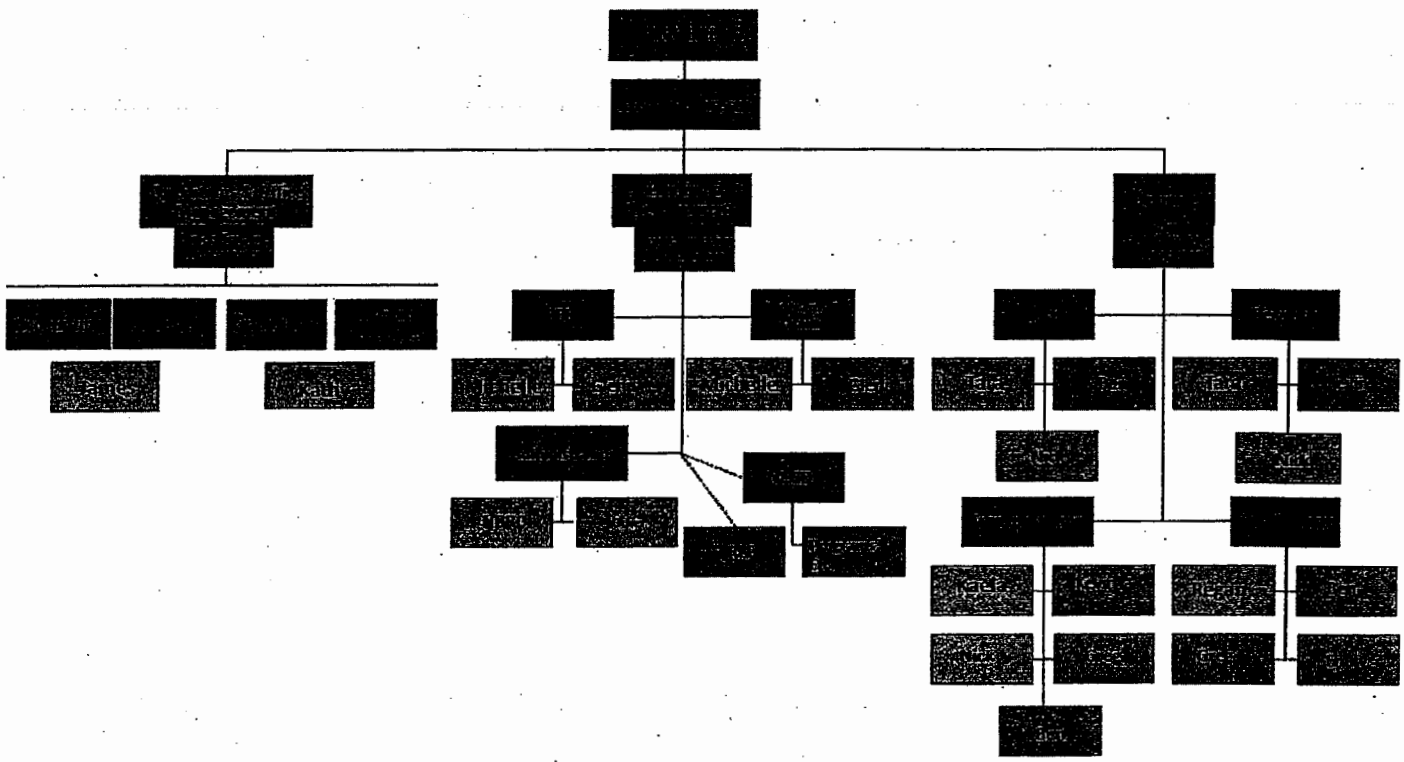
Planner: The planner role provides professional execution of transportation planning efforts and tasks and represents NCC and the region in matters regarding transit. Responsibilities of this position include:

- Provides support for Regional Coordinating Councils & Transit Providers
- Assists with the facilitation of the Transportation Advisory Committee
- Receives and assist with local technical assistance requests
- Organizes and oversees of field data collection
- Assists with field data collection as needed
- Assists with Special Project Efforts as needed

Senior Planner: The senior planner role provides expertise and effort in local technical assistance, and guides the development of major planning documents pertaining to the region. Responsibilities of this position include:

- Oversees NCC Scenic Byways Committee
- Leads efforts in Local Technical Assistance to Communities
- Assists with Special Projects as appropriate
- Assists in the development of Demographic research
- Assists in the public input process as related to the Regional Plan

FIGURE 1. NORTH COUNTRY COUNCIL ORGANIZATIONAL CHART



CONTENTS OF THE UPWP

The content of this UPWP scope of work is designed to align with the Planning Emphasis Area developed by the FHWA and FTA in preparation for the 2018-2019 UPWP, and is reflective of the Final Rule for Statewide and Nonmetropolitan Transportation Planning issued by FHWA and FTA on May 27, 2016. The updated Rule affects this UPWP through emphasis on performance-based planning, increased emphasis for non-metropolitan transportation planning process, a new framework for voluntary scenario planning, and new authority for the integration of the planning and environmental review process.

DEVELOPMENT OF THE UPWP & PREVIOUS WORK

The UPWP represents a continuation of the efforts of past transportation planning work in North Country Council's region. The work included encapsulates both ongoing efforts to support our region through support of the TAC, completion of regional traffic counts, Long Range Plan maintenance, participation in the State Ten Year Plan, Transportation Alternatives Program, and Statewide Transportation Improvement Planning processes. The work also includes regionally motivated discrete projects such as corridor studies, road safety audits, culvert assessments, and municipal transportation planning supports. In developing this UPWP NCC staff reviewed: the Planning Emphasis Areas most recently identified by FHWA and FTA; conducted a review of the work completed during the previously completed UPWP cycle for Fiscal Years 2014 & 2015; and the most recent mid-contract review for the FY2016-2017 UPWP held in October of 2016.

STATEWIDE AND NON-METROPOLITAN TRANSPORTATION PLANNING FACTORS (23. CFR 450.206/306(A))

1. *Support the economic vitality of the United States, the States, metropolitan areas, and nonmetropolitan areas, especially by enabling global competitiveness, productivity and efficiency*
2. *Increase the safety of the transportation system for motorized and non-motorized users*
3. *Increase the security of the transportation system for motorized and non-motorized users*
4. *Increase accessibility and mobility of people and freight*
5. *Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns*
6. *enhance the integration and connectivity of the transportation system, across and between modes throughout the State, for people and freight;*
7. *Promote efficient system management and operation*
8. *Emphasize the preservation of the existing transportation system*
9. *Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation*
10. *Enhance travel and tourism*

NATIONAL AND STATE PLANNING EMPHASIS AREAS

The work identified in this UPWP is guided by the planning emphasis areas identified by FHWA New Hampshire Division Office and FTA Region 1 Office, including three (3) national planning emphasis areas and twelve (12) planning emphasis areas for New Hampshire. These priorities were developed to direct planning efforts in New Hampshire are:

NATIONAL PLANNING EMPHASIS AREAS

1. **Transition to Performance Based Planning and Programming.** The UPWP should include work toward the development and implementation of a performance based approach to transportation planning and programming that supports the achievement of transportation system performance outcomes.
2. **Models of Regional Planning Cooperation.** The UPWP should promote cooperation and coordination across regional and state boundaries where appropriate to ensure a regional approach to transportation planning.
3. **Ladders of Opportunity.** The UPWP should include efforts to promote access to essential services as part of the transportation planning process. Essential services include housing, employment, health care, schools/education, and recreation. This work should include the identification and development of performance measures and analytical methods to measure the transportation system's connectivity to essential services. This information can be used to identify gaps as well as solutions to address those gaps.

NEW HAMPSHIRE PLANNING EMPHASIS AREAS

4. **MAP-21 Compliance with Planning Performance Measures.** The UPWP should include work that achieves compliance with planning performance measures provided for in MAP-21 and subsequent regulation. Priority areas include the cooperative development of statewide and regional consensus, and collection of data in support of baseline and targeted performance measures.
5. **Urbanized Area Suballocation and Project Selection.** The UPWP should include collaborative efforts to ensure that requirements regarding suballocations and set-asides for regions based on population classification for programs such as the TAP program are met and implemented.
6. **Congestion Management Process Implementation.** MPO UPWP should include work to achieve significant reductions in congestion on the NHS. Utilization of objective-driven, and performance-based approaches are encouraged for NH MPOs impacted by the Boston Urbanized Area (UZA). *This PEA is not directly relevant to the NCC region.*
7. **Freight Planning.** NHDOT is encouraged to identify resources and work elements as necessary to develop State freight plans that assess the condition and performance of New Hampshire's critical freight network, and identify solutions to freight bottlenecks and other deficiencies. NHDOT is encouraged to continue efforts to establish a statewide freight advisory committee, and complete a compliant State freight plan with committee input.
8. **Fiscal Constraint and Financial Planning.** NH SPR program should identify resources and work elements as necessary to ensure that the STIP, long range transportation plans, and TIPs include financial plan documentation and processes that meet FAST ACT and MAP-21 requirements and demonstrate financial constraint by year.
9. **Metropolitan Travel Demand Model Maintenance.** Work in the UPWP should promote the usage of statewide travel demand models to provide technical support to the statewide planning process. Travel demand models should be used, maintained, updated and continuously improved. *This PEA is not directly relevant to the NCC region.*
10. **Data Collection for HPMS and CMP.** The UPWP should include work elements as necessary to provide for complete traffic counting and other data for maintaining NH's statewide HPMS data. Resources identified to support traffic counting, pavement condition monitoring and other activities should be provided at a level to ensure complete, timely and robust data collection.
11. **Planning and Environmental Linkages.** The NH SPR should consider PEL benefits and provide appropriate work elements and activities. For a rural RPC the UPWP should consider integrating environmental analysis and identifying interested environmental parties and resource agencies to be included in the study process when conducting corridor studies.

- 12. Climate Change.** Ensure that the Long Range Regional Transportation Plan and other planning activities address climate change and stormwater impacts and mitigation and adaptation strategies. Rural RPCs are encouraged to work with NHDOT and NHDES to consider NH's Climate Change Plan and NHDOT's Final Report on Potential Impacts of Climate Change on Transportation Infrastructure to help identify challenges and strategies for further consideration in the planning process.
- 13. Livability and Sustainability.** Integrate the livability principles of increased transportation choices; equitable, affordable housing; enhanced economic competitiveness; support existing communities; coordinate policies and leverage investment; and value communities and neighborhoods. Regional bike and/or pedestrian planning studies should be considered as necessary, and efforts to address livability and integrated land use and transportation planning through scenario planning methods are encouraged.
- 14. Project Monitoring.** The work identified in the UPWP should identify resources and work elements as necessary to support effective project monitoring.
- 15. Program Monitoring and Reporting.** Proper reporting and documentation of the activities performed with FHWA planning and research funding is required by Federal law. The UPWP will ensure that proper monitoring and reporting as applicable are implemented by the RPC.

FIGURE 2. MATRIX OF TASKS AND RELATED PLANNING FACTORS AND EMPHASIS AREAS

Matrix of Tasks and Related Planning Factors and Emphasis Areas																									
Category & Task	Planning Factors										FHWA/FTA Planning Emphasis Areas														
	1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Task 101								X		X			X												X
Task 102	X							X		X			X												X
Task 103	X	X	X	X	X	X	X	X	X	X			X	X			X	X	X	X	X	X	X	X	
Task 104																		X							
Task 105	X	X	X	X	X	X	X	X	X	X			X	X					X		X	X	X		
Task 201	X	X	X	X	X	X	X	X	X	X			X	X	X		X	X	X	X	X	X	X	X	X
Task 202	X				X	X		X				X	X	X		X				X	X	X	X	X	
Task 203	X	X	X	X	X	X	X	X	X	X			X		X	X					X	X	X	X	X
Task 204	X	X	X	X	X	X	X	X	X	X			X				X	X		X	X	X	X	X	X
Task 205	X	X	X	X	X	X	X	X	X	X			X	X	X		X	X		X	X	X	X	X	X
Task 206	NOT USED BY NCC RPC										NOT USED BY NCC RPC														
Task 207	X	X	X		X	X		X	X	X			X						X		X	X	X	X	X
Task 208	X	X	X	X	X	X	X	X	X	X			X	X	X	X		X		X	X	X	X	X	X
Task 209	NOT USED BY NCC RPC										NOT USED BY NCC RPC														
Task 210	X	X	X	X	X	X	X	X	X	X			X	X	X		X			X	X	X			
Task 211	X	X	X	X	X	X	X	X	X	X			X	X	X	X				X	X	X	X	X	X
Task 301	X	X	X	X	X	X	X	X	X	X			X	X	X	X		X		X	X	X	X	X	X
Task 302	X				X	X		X																X	
Task 303	X	X	X	X	X	X	X	X	X	X			X	X	X	X		X		X	X	X	X	X	X
Task 304	X	X	X	X	X	X	X	X	X	X			X	X	X	X		X		X	X	X	X	X	X
Task 305	NOT USED BY NCC RPC										NOT USED BY NCC RPC														
Task 401	X	X	X	X		X	X		X	X			X	X	X	X		X		X		X	X	X	X
Task 402	X	X				X							X												
Task 403	X	X	X	X	X	X	X	X	X	X			X	X	X	X		X		X	X	X	X	X	X
Task 404	X	X	X	X	X	X	X	X	X	X			X	X	X	X		X		X	X	X	X	X	X
Task 405	X	X	X	X	X	X	X	X	X	X			X	X	X		X			X					
Task 406	NOT USED BY NCC RPC										NOT USED BY NCC RPC														
Task 501	X	X	X	X	X	X	X	X	X	X			X	X	X		X		X	X	X	X	X	X	X
Task 502	X	X	X	X	X	X	X	X	X	X			X	X	X	X		X		X	X	X	X	X	X
Task 503	X	X	X	X	X	X	X	X	X	X			X	X	X	X		X		X	X	X	X	X	X
Task 504	X	X	X	X	X	X	X	X	X	X			X	X	X		X			X	X	X	X	X	X
Task 505	X	X	X	X	X	X	X	X	X	X			X	X	X	X				X					
Task 506	X	X	X	X	X	X	X	X	X	X			X	X	X	X				X					

CATEGORY & TASK DESCRIPTIONS: 2018-2019 UPWP

This section of the UPWP outlines the work to be completed during the 2018-2019 cycle. The work is broken into five major work categories and includes specific tasks as sub-categories. Each category and task include a narrative to describe the objective, a list the work products created, and a summary of the activities to be included in the task. Work timelines, personnel and budget information is broken out by each item as well and is included in figures immediately following the descriptions of the work to be accomplished.

CATEGORY 100: ADMINISTRATION & TRAINING

Enables effective administration of the RPC's work in the UPWP, including the development of the UPWP, financial management, staff training, and other activities needed to support compliance with all program requirements.

TASK 101: INVOICING & ACCOUNTING

Objective: To provide timely and accurate development, submittal, and approval of reimbursement requests, and compliance with contract obligations by staff.

Activities: Required accounting needs for the UPWP. This includes preparation and compilation of documentation required by NHDOT such as timesheets and expense reports; preparation and consistent tracking of program progress and expenses to generate and refine needed invoices. This task also includes the development and monitoring of the Indirect Cost Rate in accordance with regulation to be used in monthly billing and cost allocation, and preparation of the Annual Financial Audit for each fiscal year.

Work Product: Monthly UPWP invoices and progress reports

Work Product: Approved Indirect Cost Rate from federal cognizant agent (US Department of Commerce, Economic Development Administration)

Work Product: North Country Council annual audit

TASK 102: PROGRAM ADMINISTRATION

Objective: To successfully provide for the development and execution of the NCC UPWP meeting federal and state regulations. Administrative, clerical, and coordination efforts needed to support the timely completion of all UPWP tasks.

Activities: Development of the UPWP including original development of the scope of work, and ongoing monitoring to anticipate and adjust for any changing priorities or needs within the document, including minor budget changes, adding or removing of work tasks, or movement of needed funds. General administration to ensure compliance with state and federal regulations including completion of timesheets, monthly work program narratives, and attendance at UPWP program level meeting with NHDOT and other agencies as needed. Provide oversight of personnel, activities, workload, and budget independently and in collaboration with NHDOT through participation in periodic reviews.

Work Product: UPWP for Fiscal Years 2020-2021

Work Product: Monthly UPWP progress reports

Work Product: Amendments and Adjustments as approved or required

Work Product: Participation in mid-contract reviews

TASK 103: STAFF TRAINING

Objective: To foster high quality transportation planning services through increased staff training including: attendance at transportation related webinars, workshops, seminars, trainings and conferences. Maintain knowledge of current regulations and planning practices through staff review of transportation materials and documents developed by FHWA, FTA, NHDOT, NHDES, and AASHTO to support up-to-date and best practices oriented planning.

Activities: North Country Council will continue to train staff through attendance at transportation related conferences, and workshops to maintain and continue to build staff skill sets and increase the ability of NCC planners to provide exceptional planning support and expertise to communities in our region. Trainings and attendance at conferences may include attendance at the Northern New England chapter of the American Planning Association conference, further staff certification through the LPA program, training provided at the National Association of Development Organizations' National Regional Transportation Conference, participation in complete street trainings, training on specialized uses of GIS to support transportation planning, safety analyst, SADES, and/or RSMS.

Work Products: Conference and Training Agenda and Completion Certificates from Trainings Attended

Work Products: Attendance and information report outs at TAC meetings

Work Products: Attendance at state and regional transportation planner conferences & events

TASK 104: INDIRECT COST ADJUSTMENTS

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.

Activities: NCC staff will coordinate with NHDOT staff to redirect used reserve funds to UPWP task items..

WORK PRODUCTS: REQUESTS AND NHDOT APPROVAL FOR THE UTILIZATION OF THESE FUNDS IN ICR ADJUSTMENT, OR IN REALLOCATION WITHIN THE UPWPTASK 105: PERFORMANCE MEASURES

Objective: To measure the performance of NCC transportation planning efforts in regards to completion of the work outlined in this UPWP, and to better align the metrics used for performance measurement with the guidance provided through FWHA and NHDOT.

Activities: In cooperation with NHDOT, NCC staff will work to adopt and implement performance based measures to evaluate the planning efforts of the state and NCC region as outlined in the finalized and proposed national performance measures supported by MAP-21 and the FAST Act; to include the finalized measures in safety, as well as the anticipated measures in: general information, pavement, bridge, system, freight, congestion, and emissions. NCC will continue to participate in efforts with other NH RPCs and NHDOT to develop and refine statewide performance measures. Additionally NCC will monitor progress as directly related to this UPWP through mid-contract reviews.

Work Product: Successful UPWP Mid-Contract Reviews

Work Product: Participation and documentation of participation in Performance Based Planning Measures development with NHDOT and other NH RPCs

Work Product: Incorporation of State adopted targets for Performance Based Planning in NCC UPWP reports and tracking

CATEGORY 200: PERFORMANCE MEASURES

- Annual report completed on time
- FY 18/19 scope delivered on time with minor revisions
- More than 75% of UPWP invoices and reports are submitted by the 15th of each month

CATEGORY 201: PUBLIC PLANNING

Support the development and update of NCC transportation plans through a public transportation planning process. Including the development and update of the Long Range Transportation Plan, the State's Ten Year Transportation Plan, and the Statewide Transportation Improvement Plan. This category also includes work within the region as well as NCC staff involvement in statewide policy and planning activities such as continued participation in the Bicycle and Pedestrian Transportation Advisory Committee at NHDOT.

TASK 201: TEN YEAR PLAN

Objective: To assist in the development of the State's Ten Year Plan through regional efforts as well as participation in State level discussions with NHDOT and the Governor's Advisory Commission on Intermodal Transportation (GACIT) hearings.

Activities: NCC will actively participate in the State's TYP process by working collaboratively with all nine regional planning commissions, NHDOT, and FHWA. This work will include support of NHDOT in the development of project selection criteria, and participation in the GACIT hearings, as well as collaborative efforts to work with partners at all nine RPCs, NHDOT and FHWA to revise and improve the TYP Transportation Planning process in the state. Additionally, NCC will assist communities in our region in the development of project proposal development for the TYP solicitation, and work to coordinate and identify the regional needs of the North Country cooperatively with the NCC TAC and NHDOT staff for consideration in the TYP.

Work Product: Prioritized project listing for NHDOT consideration for inclusion in the Ten Year Plan

Work Product: Comments to the Draft State Ten Year Plan

Work Product: Participation in the GACIT hearings

Work Product: Information to town regarding the Ten Year Plan project solicitation period

Work Product: Maps created to support local TYP project applications

TASK 202: LAND USE & ENVIRONMENTAL LINKAGES

Objective: To facilitate and support opportunities for NCC municipalities, private partners, regional & partner organizations planning connectivity of transportation infrastructure in relation to land use, natural resources, climate change, and resiliency.

Activities: NCC staff will work to link planning and project development of transportation systems to efforts to increase resiliency, plan for the effects of climate change, protect natural resources, and support the interconnected nature of transportation systems with land use regulations by promoting smart growth initiatives in the region. NCC staff will utilize applicable recommendations identified in the NCC Regional Transportation Plan, the Regional Plan "A Plan for New Hampshire's North Country", and NH Climate Action Plan.

Work Products: Educational Materials related to climate change and transportation

Work Products: Participation in efforts to encourage alternative fuel and electric vehicles in the region

Work Products: Educational Materials related to habitat considerations and wildlife crossing needs and transportation infrastructure

Work Products: Participation with local, regional, state, and national partners and organizations to support collaborative consideration of transportation needs and environmental implications.

TASK 203: TRANSPORTATION PLANNERS COLLABORATIVE

Objective: Support the continued and strengthened cooperation between transportation planners at the nine regional planning commissions, at the NHDOT, and the FHWA.

Activities: NCC Staff will participate in the Transportation Planners Collaborative meetings approximately four times annually. During the FY18-19 UPWP NCC staff plan to work collaboratively with the nine regional planning commissions, and partners at NHDOT and FHWA to revise the NH Transportation Planning process used to develop and update the TIP, STIP and TYP. NCC staff additionally will review materials related to the TPC meetings, maintain any correspondence as needed, and participate in the development of TPC materials as needed to support the collaborative review of current policies and potential revisions.

Work Products: Attendance at TPC meetings.

Work Products: Reports & Other Supporting Resources developed for or in support of TPC activities.

TASK 204: INTERAGENCY CONSULTATION/ STIP

Objective: To participate in monthly interagency consultations calls regarding the STIP to maintain up to date records on the status of projects occurring in the NCC region, and around the state.

Activities: NCC staff will participate in monthly interagency consultation conference calls or in person meetings. Staff will prepare by reviewing the meeting materials in advance; and will communicate the status of projects in the region to communities and local officials as appropriate.

Work Product: Participate in monthly interagency consultation conference calls and meetings

Work Product: Relay of information regarding NCC region projects to TAC members

TASK 205: TRANSPORTATION IMPROVEMENT PROGRAM

Objective: To update and develop the Transportation Improvement Program for the North Country Council region.

Activities: As a rural regional planning commission in the state, NCC is not required to adopt and maintain a regional Transportation Improvement Program as the Metropolitan Planning Organization of the state are. However, NCC has used its planning efforts through the Ten Year Plan process, and the Regional Long Range Transportation Plan to create a Transportation Improvement Plan for the region. The current TIP was last updated in November 2015 in cooperation with the Ten Year Plan cycle completed earlier that calendar year and includes all projects currently listed in the TYP. As future transportation planning efforts in New Hampshire evolve to create a more streamlined and integrated process, NCC will focus efforts during the 2018-2019 UPWP to review the existing TIP for our region to support transportation planning processes. Activities could include a review of the current RL RTP for our region to review the projects listed for inclusion in the TIP and formalization of processes for update and adoption of a TIP through the TAC. The current Regional Transportation Improvement Plan currently looks at projects throughout the duration of the previous TYP, this will be decreased to address projects in three year increments to better align with other RPC efforts in the state. This UPWP cycle will not only support the development of the TIP itself, but also the development of the processes by which it will be updated, adopted, and utilized by NCC in concert with the TYP, STIP, and RL RTP.

Work Product: Documentation of Regional Transportation Needs

Work Product: Draft 2019-2022 TIP

Work Product: Defined process for maintenance and adoption of the TIP

TASK 206: CONGESTION MANAGEMENT PROCESS

NOT USED

TASK 207: INTELLIGENT TRANSPORTATION SYSTEM

Objective: Assist the district offices in the North Country region and the transportation management center to coordinate the NH Intelligent Transportation System within the North Country.

Activities: Staff will keep up to date on events, weather conditions, or seasonal concerns including programmatic paving schedules, that could provide benefit from ITS technology in assisting drivers in adequately planning, preparing, or seeking alternative transportation methods when flow of traffic will be affected by an environmental or human factor not usually at play. NCC staff will work collaboratively with the District offices to develop a matrix of potential uses for ITS equipment to encourage effective and efficient communication with road system users.

Work Product: Seasonal matrix of potential uses for ITS equipment organized by calendar year.

TASK 208: REGIONAL TRANSPORTATION PLAN

Objective: The regional transportation plan is the guiding document to long term transportation planning efforts in the NCC region. It address transportation needs across modalities and throughout the entire region and provides an opportunity for better coordination of projects, resources, and information.

Activities: The current Regional Transportation Plan was adopted by NCC's board of Directors on July 10, 2015. This plan will be updated and adopted by the RPC every five years. In FY19 work will begin on development of the Regional Transportation Plan. Activities to update that plan will include research of pertinent demographic and statistical information, outreach and engagement activities, assessment of projects completed or commenced during the previous five years, assessment of new and anticipated projects to service the area, and any changes affecting the direction of transportation planning on the whole.

Work Products: Agendas and/or records of public outreach and engagement efforts

Work Product: DRAFT development of update to the Regional Transportation Plan

TASK 209: TRANSPORTATION CONFORMITY (NOT USED)

NOT USED

TASK 210: STATEWIDE LONG RANGETRANSPORTATION PLAN

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

Activities: NCC staff will participate in the development of the Statewide Long Range Transportation Plan with partners from all nine RPCs, NHDOT and FHWA as needed and at the direction of NHDOT.

Work Products: Participation in and support of statewide efforts to update the State's Long Range Transportation Plan.

TASK 211: BICYCLE AND PEDESTRIAN PLANNING

Objective: To develop and support plans for infrastructure and programming that encourages walking and bicycling as an alternative mode of transportation for travel, and to promote the health of community members.

Activities: Staff will continue to serve on the NHDOT BPTAC to work collaboratively with staff at DOT, the NH Walk Bike Alliance, Transport NH, and the other regional planning commission of the state. We will work with local partners to organize bicycle and pedestrian count opportunities to continue to grow the available data regarding usage. Staff will work to develop strategies for communities with limited financial assets to incorporate pedestrian and bicycle improvement as part of continued maintenance or as independent low cost projects. Staff will build awareness of and assist in support for *Bike/Walk to Work* events throughout the North Country Council planning region.

Work Products: Participation in monthly BPTAC meetings

Work Products: Participation in the update of Statewide Policy, Planning and Advocacy work as developed by the BPTAC

Work Products: Development of a municipal resources providing examples of low cost changes to promote safe walking and biking

CATEGORY 200: PERFORMANCE MEASURES

- Participation of NCC staff in at least 75% of TPC meetings

- NCC support and assistance to communities participating in the Ten Year Plan process
- NCC staff participation in GACIT hearings
- Participation of NCC staff in at least 75% of Interagency Meetings

CATEGORY 300: PUBLIC INVOLVEMENT AND COORDINATION

The purpose of this category is to provide necessary support, guidance, and information to the committees, commissions, boards, and communities who play a role in the transportation planning process in the NCC region. These efforts allow for the successful implementation and continued improvement of NCC's transportation planning policies and activities.

TASK 301: TRANSPORTATION ADVISORY COMMITTEE

Objective: To successfully facilitate and support the Transportation Advisory Committee (TAC) of NCC.

Activities: Provide support for the TAC by organizing, facilitating and staffing the TAC, including meeting scheduling, public notices, minutes; outreach to towns regarding membership and representation on the TAC; follow-up on issues of interest or concern including: identifying presenters, compiling of relevant requested data, updates on transportation planning processes and priorities of NHDOT and FHWA as pertinent. Six meeting per year are anticipated for the NCC TAC.

Work Products: Host and participate in a minimum of six TAC meeting per year.

Work Products: Technical memos, presentations and recommendations supporting transportation needs of the NCC region

Work Products: Updates to TAC membership from communities in the region

Work Products: Meeting minutes and agenda

Work Products: Support of the Transportation Alternatives Program & Ten Year Plan Process

TASK 302: NCC COMMISSIONERS MEETING

Objective: To maintain commissioner 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.

Activities: Conduct one quarterly meeting of the NCC representatives per year focusing on regional transportation planning issues and activities. Periodically update the NCC Board of Directors on the status of transportation planning.

Work Products: Presentation and minutes for NCC Commissioners regarding transportation planning activities, both completed and anticipated.

TASK 303: PUBLIC PARTICIPATION PLAN

Objective: To manage, and update the NCC public participation plan and process as needed.

Activities: Ongoing exercise and evaluation of the current public participation plan to ensure it is both comprehensive, and up-to-date. NCC staff will provide draft documents of any proposed changes or amendments to the PPP to NHDOT for review and comment prior to adoption. Periodic review for potential improvements and updates as needed to ensure the plan is robust and functioning.

Work Products: Revised and updated public participation plan

TASK 304: PUBLIC OUTREACH

Objective: To grow public awareness of transportation planning and promote participation in the process.

Activities: Staff will continue to promote the transportation planning process in the NCC region. This will be accomplished through a number of outreach methods including but not limited to: meeting with local officials regarding transportation projects and concerns; continued update of the transportation section of the website; periodic public presentations to town boards, businesses, chambers of commerce, and other community institutions effected by changes and trends in transportation planning. Staff will periodically develop and include transportation updates, announcement, and articles in NCC newsletters, both physical and electronic with the use of constant contact.

Staff will monitor coverage of transportation topics in both print, and digital media, and will work to update the NCC Facebook with transportation related content. Staff will maintain an active digital presence of the transportation planning program, and transportation planning topics on applicable social media channels.

Work Products: Presentations & Associated Materials

Work Products: Transportation Articles in each NCC monthly Newsletter

Work Products: Use of social media to boost public involvement and awareness

Work Products: Mailings and email distributions including number of view as monitored by constant contact

TASK 305 POLICY COMMITTEE

NOT USED

CATEGORY 300: PERFORMANCE MEASURES

- At least six TAC meetings are held by NCC per year
- At least 1 quarterly meeting with a transportation component is conducted each year for NCC commissioners
- At least 50% of NCC newsletters contain a transportation related topic

CATEGORY 400: PLANNING SUPPORT

The purpose of this category is 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 assist NHDOT with the collection and analysis of traffic data in the NCC region.

Activities: Continue to assist NHDOT with the collection of traffic count data by executing the annual traffic count program and collection of up to 180 count locations in cooperation with NHDOT to determine AADT. Work includes counter deployment, staff planning and coordinating of routes, upload of

count data and processing, and the continued maintenance of software and equipment. NCC will participate in bicycle and pedestrian counting efforts in collaboration with other RPCs and NHDOT for use in planning and project support. NCC will conduct turning counts in the region when necessary for project development or when requested by NHDOT. At the request of municipalities in the region NCC staff will also conduct counts outside of those identified by NHDOT to assist in local planning efforts, counts for municipal requests will be provided in raw data form, unless seasonally corrected and adjusted numbers are determined to be more applicable to the community. NCC will share the results of municipally requested counts as requested with NHDOT through the potential utilization of the NHDOT FTP site.

Work Products: Traffic Counts processed and submitted to NHDOT

Work Products: Turning Movement Counts (as requested)

Work Products: Bicycle and Pedestrian Count Data

TASK 402: SRSMS (SADES ROAD SURFACE MANAGEMENT SYSTEM)

Objective: To collect and report asset data on roads surface management systems in connections utilizing SADES.

Activities: RSMS: NCC staff activities in this task will include efforts to involve more communities in the region in the utilization of SRSMS to plan and forecast road maintenance needs. NCC staff will assist up to two communities (1 per year) in the initial collection and input of data into SRSMS. NCC will work with road agents and selectboard in these communities to: adopt the maintenance planning created with the use of SRSMS, and to develop agreements between NCC and communities for the continued use, annual monitoring, and updating of SRSMS.

Work Products: RSMS reports

Work Products: Meetings with selectboards and road agents (one town per year)

TASK 403: GEOGRAPHIC INFORMATION SYSTEMS

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

Activities: Staff will continue to maintain and further develop GIS resources for transportation planning including, updating GIS resources with the most relevant data as collected by NCC, or provided by outside sources such as NHDOT, DES, or other agencies. Mapping resources will be expanded during the 18/19 UPWP to grow the amount of information available and therefore the usefulness of GIS transportation mapping for transit providers, drivers, municipalities, bicyclist, pedestrians, and others. Data to be included may encompass aerial imagery, community infrastructure and utilities, environmental resources, protect and conserved lands, land use classification, crash data, and a variety of other data sets as applicable.

Additionally, NCC staff will work to collect data regarding culverts, bridges and sidewalks assets to continue to develop the information available on the SADES repository for the North Country region. Staff will inventory infrastructure in accordance with SADES data collection standards to support the utilization of the data collected for all users of SADES.

Work Products: GIS data layers for the region

Work Products: GIS attributes and data sets

Work Products: Updated maps for the use of member communities

Work Products: Asset inventories for culverts, bridges, and sidewalks as completed

TASK 404: DEMOGRAPHICS

Objective: To collect and analyze demographic data for the region relevant to and in support of the planning efforts of communities and to include in the plans and reports developed for transportation planning.

Activities: Staff will devote time to the development and maintenance of NCCs regional demographic data to be incorporated to transportation planning documents such as the Long Range Transportation Plan, corridor studies, transit planning, etc. The data to be retrieved, updated and utilized could include: population and employment projections, analysis and incorporation of census data, socio-economic data, commute time information, housing needs data, etc. NCC staff will seek out and include data developed by the nonprofit, federal, and state organizations for incorporation.

Work Products: Demographic Maps & Data Summaries

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.

Activities: NCC will continue to acquire, replace, and repair traffic count equipment including the purchase of two new traffic counters per year, replacement of hoses, nails, spikes, webbing, tape and small tools. Transportation Planning Resources such as books and manuals pertinent to transportation planning efforts in the NCC region, computer hardware and software needs for the sole benefit of transportation planning staff potentially includes: GIS, travel demand model, and other transportation planning software. Truck maintenance such as inspection, registrations, and repairs as needed.

Work Products: Repair Traffic Count Equipment (as needed)

Work Product: New counting equipment (approximately two per year)

Work Products: Invoices, quotes, and evidence of competitive price received for services and purchases

Work Product: ArcInfo and ArcView License Renewals

Work Product: Acquisition of one replacement computer

Work Products: Other transportation planning software purchases or updates as needed

TASK 406: TRANSPORTATION MODEL (NOT USED)

NOT USED

CATEGORY 400: PERFORMANCE MEASURES

- **At least 100% of traffic counts requested by DOT completed and submitted to DOT**
- **GIS online is up and running for public view**

CATEGORY 500: LOCAL AND REGIONAL ASSISTANCE

The purpose of this category is to allow NCC staff to address local transportation issues and concerns by providing direct transportation planning consultation, technical assistance, project development assistance, and grant funding resources to municipalities, local and regional agencies within the region to meet local needs and requests.

TASK 501: LOCAL AND REGIONAL ASSISTANCE

Objective: To provide small-scale technical assistance to municipalities, and local & regional organizations on transportation related topics.

Activities: NCC activities provision of technical assistance which may include: review of, comments on, and recommendations on transportation elements of community plans, zoning ordinances, subdivision regulations, site plan review regulations, capital improvement programs, and downtown plans (estimated at 6 communities per year); review, recommendations, and guidance on complete street policies (estimated at 1 per year); review of development proposals with potential of regional impacts (estimated at 1 per year); response to day-to-day request for information and guidance on transportation programs and projects (estimated at 15 communities per year). Attendance at regional working groups, planning board, and selectboards/city councils to discuss transportation topics (estimated at 8 per year). Participation with ongoing and periodic regional efforts such as North Country Scenic Byways Council (estimated at 6 meetings per year), Forest Service transportation planning efforts, and bicycle and pedestrian projects (estimated at 1 per year). Continued collaboration with Connecticut River Byway Council. Assist communities with master plan transportation elements.

Provision of preliminary consultation to communities in developing future projects by evaluating the existing conditions and examining alternatives solutions, which may include: identification, scoping, prioritization and implementation of projects. Initial guidance and assistance to municipal officials to understand the full scope of alternatives to solve road infrastructure deficiencies. This may also include working with professional engineers (estimated at 1 per year).

The development and implementation of training session materials for the public and community board members in communities of the region to increase understanding of transportation impacts and planning tools, and better guide them in developing best practices for common transportation concerns in their community. The development of model language to for transportation considerations in site plan review, access management plans, bike and pedestrians safety plans (estimated at 1 per year).

Work Product: Participation in regional working groups (as requested)

Work Product: Attendance at local meetings and advisory groups (as requested)

Work Product: Development of Model language

Work Product: Comments on community documents and policies as related to transportation (as needed)

Work Products: Log of Local Technical Assistance Provided including who was served and what service was provided

TASK 502: STATEWIDE ASSISTANCE

Objective: To provide support to NHDOT in the development of statewide policies and projects that effect all regions of the state through participation in statewide policy-level discussions.

Activities: Participation of NCC staff in statewide policy-level discussions and meetings as appropriate to assist in the outline and resolution of statewide issues. Participate with NHDOT in the development of projects that reach beyond the NCC region. Participate in RPC director's meetings to discuss New Hampshire wide transportation issues. Attendance at the invitation of NHDOT in Public Information/Public official (PI/PO) meetings hosted by NHDOT in communities in the region.

Work Product: Attendance at RPC director's meetings regarding transportation

Work Product: Participation in PI/PO

TASK 503: LOCAL PUBLIC AGENCY PROGRAM SUPPORT

Objective: To aid communities and other eligible organizations in applying for or managing federal funding programs and grant funds for transportation projects.

Activities: Work with applicants for and awardees of funding through Local Public Agency programs as applicable. LPA programs to assist include: Transportation Alternative Program (TAP), Congestion Management and Air Quality (CMAQ), and Highway Safety Improvement Program (HSIP). Project assistance may include project development assistance, and evaluation and ranking of project applications. NCC staff will also work to identify and promote alternative funding sources for projects as they become available. NCC anticipates assisting 5 communities per year with the development of application materials.

Work Product: Review of program guidance for TAP, CMAQ and HSIP

Work Product: Technical Assistance for application development and presentation of materials to interested communities.

Work Product: Regional Rankings of TAP projects and other Local Public Agency programs as applicable to the region.

TASK 504: SPECIAL PROJECTS

Objective: To support projects and efforts of the NCC transportation planning team that require substantial effort to complete that are not included in the remaining scope of the UPWP. Projects under this task require prior scoping and approval by NHDOT prior to commencing.

Activities: Activities in the special projects task include efforts to perform studies, collect data, and develop reports for individual communities and regional partners. Projects included are those which take substantial effort to complete and reach beyond the intention of the technical assistance provided in local & regional assistance (501). NCC staff efforts to develop and scope special project proposals, and refine with NHDOT will be changed in this category.

This work includes: traffic Studies, parking studies, substantial efforts for individual community master plan transportation chapters, culvert inventories, assessment, as development of culvert restoration plans, support of community initiatives to look at alternative transportation models and strategies to connect neighboring municipalities. During the FY18-19 UPWP NCC plans to utilize a portion of its special project funding to participate in a culvert inventory and municipal outreach project along with partners from multiple state agencies, and not-for-profit organizations within the Androscoggin River watershed. This special project will be focused on promoting resilient Infrastructure and the repair and replacement of failing or under-sized culverts.

Work Products: Study Reports & Recommendation as developed for each Special Project (as conducted)

Work Products: Draft community master plan transportation chapter & recommendations (as conducted)

Work Product: Scope, budget and timelines for proposed technical assistance special projects.

Work Product: Minutes and summary updates of ad hoc community groups supported

TASK 505: REGIONAL COORDINATING COUNCILS

Objective: To support and participate in the operation of the two Regional Coordinating Councils (RCCs) serving communities in the North Country Council planning region.

Activities: Participate in and provide support for the Grafton-Coos RCC and Carroll County RCC with neighboring regional planning commissions. Activities include meeting planning, participation, and facilitation of meetings; provision of technical assistance; website updates for both RCCs; and the development of 5310 Purchase of Service, Formula Funding, and other transit funding proposals as applicable. Staff will provide support such as agenda development, minute preparation, meeting logistics - including identification of meeting spaces as funding permits.

Work Product: 5310 POS and FF applications for RCCs

Work Product: Minutes & Agenda for GCRCC (4 per year) & CCRCC (6 per year)

Work Product: Participation in RCC meetings

TASK 506: TRANSIT ASSISTANCE/TDM

Objective: To promote the utilization of existing transit services provided in the NCC region, and to encourage the expansion of ridership and services provided by transit providers. NCC will serve as an advocate for sensible public and alternatives transportation opportunities in the region.

Activities: NCC transportation planning staff will work to support the transit providers in region and encourage the development of expanded public and alternative transportation opportunities that fit the rural characteristics of our region including the promotion of Commute Smart and Rideshare. NCC staff will provide direct support to transit providers such as Transport Central, Carroll County Transit, Carroll County RSVP, and Tri-County CAP to promote ridership through outreach to human service agencies and employers in the region. NCC staff will assist transit providers planning efforts such as creating resource documents & maps for agencies, providing guidance on funding opportunities, and assisting in outreach efforts.

Work Product: Resource Documents & Maps for Transit Providers (as developed)

Work Product: Outreach efforts to promote ridership, Commute Smart NH, and Rideshare.

Work Product: Guidance for transit providers on funding opportunities

CATEGORY 500 - PERFORMANCE MEASURES

- **NCC will collaborate with DOT and communities to organize and participate in at least 1 Road Safety Audit each year**
- **NCC will participate in at least 75% of RCC meetings**
- **NCC will assist at least 33% of NCC communities with various local and regional technical assistance requests**
- **A completed outline of road surface management and culvert inventories services to municipalities**

FIGURE 3: SCHEDULE OF ANTICIPATED WORK IN 2018-2019 UPWP BY CATEGORY & TASK

Matrix of 2018-2019 UPWP Category & Task Time line		Anticipated Work in Year One												Anticipated Work in Year Two											
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Task 101: Invoicing & Accounting	Monthly Reporting																								
Task 102: Program Administration	UPWP Development, Amendments, Reporting																								
	Contract Management																								
	General Administration																								
Task 103: Training	Training, Workshops, & Conferences																								
Task 104: Indirect Cost Adjustment																									
Task 105: Performance Measures																									
Task 201: Ten Year Plan/ GACIT Hearings																									
Task 202: Land Use & Environmental Linkages																									
Task 203: Transportation Planners Collaborative																									
Task 204: Interagency Consultation																									
Task 205: Transportation Improvement Program																									
Task 206		NOT USED BY NCC/RPC												NOT USED BY NCC/RPC											
Task 207: Intelligent Transportation System																									
Task 208: Regional Master Plan																									
Task 209		NOT USED BY NCC/RPC												NOT USED BY NCC/RPC											
Task 210: Long Range Transportation Plan																									
Task 211: Bike & Pedestrian Planning																									
Task 301: Transportation Advisory Committee																									
Task 302: Planning Commission Meeting																									
Task 303: Public Participation Plan																									
Task 304: Public Outreach																									
Task 305		NOT USED BY NCC/RPC												NOT USED BY NCC/RPC											
Task 401: Traffic Counts																									
Task 402: RSMS Data & Analysis																									
Task 403: GIS																									
Task 404: Demographics																									
Task 405: Equipment																									
Task 406		NOT USED BY NCC/RPC												NOT USED BY NCC/RPC											
Task 501: Local Technical Assistance																									
Task 502: Statewide Assistance																									
Task 503: Local Public Agency Support																									
Task 504: Special Projects																									
Task 505: Regional Coordinating Councils																									
Task 506: Transit Support																									

BUDGET & WORK BREAKDOWN

CUMULATIVE BUDGET BY CATEGORY

North Country Council Summary Budget 2018-2019 Unified Plan and Work Program						
Cumulative Budget FY 18-19						
	FY 2018	FY 2019	Federal Match	TTC Match	NCC Local Match	Total Budget
Grand Totals	\$273,600.00	\$273,600.00	\$437,760.00	\$54,720.00	\$54,720.00	\$547,200.00

DETAILED BUDGET BY TASK

North Country Council Detailed Budget 2018-2019 Unified Plan and Work Program						
	Cumulative Budget FY 18-19					
	FY 2018	FY 2019	Federal Match	TTC Match	NCC Local Match	Total Budget
<i>Task 101: Invoicing & Accounting</i>	\$11,000.00	\$11,000.00	\$17,600.00	\$2,200.00	\$2,200.00	\$22,000.00
<i>Task 102: Program Administration</i>	\$15,600.00	\$15,600.00	\$24,960.00	\$3,120.00	\$3,120.00	\$31,200.00
<i>Task 103: Training</i>	\$8,000.00	\$8,000.00	\$12,800.00	\$1,600.00	\$1,600.00	\$16,000.00
<i>Task 104: Indirect Cost Rate</i>	\$5,000.00	\$5,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$10,000.00
<i>Task 105: Performance Measures</i>	\$2,500.00	\$2,500.00	\$4,000.00	\$500.00	\$500.00	\$5,000.00
<i>Postage</i>	\$300.00	\$300.00	\$480.00	\$60.00	\$60.00	\$600.00
<i>Mileage:</i>	\$1,000.00	\$1,000.00	\$1,600.00	\$200.00	\$200.00	\$2,000.00
<i>Task 201: Ten Year Plan/ GACIT</i>	\$7,500.00	\$7,500.00	\$12,000.00	\$1,500.00	\$1,500.00	\$15,000.00
<i>Task 202: Land Use & Environmental</i>	\$5,000.00	\$5,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$10,000.00
<i>Task 203: TPC</i>	\$5,000.00	\$5,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$10,000.00
<i>Task 204: Interagency Consultation</i>	\$1,600.00	\$1,600.00	\$2,560.00	\$320.00	\$320.00	\$3,200.00
<i>Task 205: TIP</i>	\$2,400.00	\$2,400.00	\$3,840.00	\$480.00	\$480.00	\$4,800.00
<i>Task 206: NOT USED</i>						
<i>Task 207: ITS</i>	\$1,100.00	\$1,100.00	\$1,760.00	\$220.00	\$220.00	\$2,200.00
<i>Task 208: Regional Master Plan</i>	\$0.00	\$9,000.00	\$7,200.00	\$900.00	\$900.00	\$9,000.00
<i>Task 209: NOT USED</i>						
<i>Task 210: Statewide Transportation Plan</i>	\$500.00	\$500.00	\$800.00	\$100.00	\$100.00	\$1,000.00
<i>Task 211: Bike & Pedestrian Planning</i>	\$5,000.00	\$5,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$10,000.00
<i>200 Mileage</i>	\$2,000.00	\$2,000.00	\$3,200.00	\$400.00	\$400.00	\$4,000.00
<i>Task 301: TAC</i>	\$10,000.00	\$10,000.00	\$16,000.00	\$2,000.00	\$2,000.00	\$20,000.00
<i>Task 302: NCC Commission Meeting</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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Task 304: Public Outreach</i>	\$3,600.00	\$3,600.00	\$5,760.00	\$720.00	\$720.00	\$7,200.00
<i>Task 305: NOT USED</i>						
<i>300 Mileage</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<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: RSMS Data & Analysis</i>	\$5,000.00	\$5,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$10,000.00
<i>Task 403: GIS</i>	\$6,000.00	\$6,000.00	\$9,600.00	\$1,200.00	\$1,200.00	\$12,000.00
<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>	\$9,500.00	\$9,500.00	\$15,200.00	\$1,900.00	\$1,900.00	\$19,000.00
<i>Task 406: NOT USED</i>						
<i>400 Mileage</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Task 501: Local Technical Assistance</i>	\$74,000.00	\$65,000.00	\$111,200.00	\$13,900.00	\$13,900.00	\$139,000.00
<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: LPA Support</i>	\$8,000.00	\$8,000.00	\$12,800.00	\$1,600.00	\$1,600.00	\$16,000.00
<i>Task 504: Special Projects</i>	\$15,000.00	\$15,000.00	\$24,000.00	\$3,000.00	\$3,000.00	\$30,000.00
<i>Task 505: RCC</i>	\$14,500.00	\$14,500.00	\$23,200.00	\$2,900.00	\$2,900.00	\$29,000.00
<i>Task 506: Transit Support</i>	\$8,000.00	\$8,000.00	\$12,800.00	\$1,600.00	\$1,600.00	\$16,000.00
<i>500 Mileage</i>	\$2,000.00	\$2,000.00	\$3,200.00	\$400.00	\$400.00	\$4,000.00
Grand Totals	\$273,600.00	\$273,600.00	\$437,760.00	\$54,720.00	\$54,720.00	\$547,200.00

EQUIPMENT & NON-LABOR DIRECT EXPENSES

North Country Council 2018- 2019 Equipment & Direct Expense Non-Labor			
<i>* Equipment & Non-Labor Direct Expenses (costs are included in the above category totals,</i>			
	FY 2018	FY 2019	Federal Match
<i>Direct Expenses Category 100</i>			
<i>Books & Training Materials</i>	\$250.00	\$250.00	\$400.00
<i>Postage</i>	\$300.00	\$300.00	\$480.00
<i>Direct Expense Mileage Categories 100,200,500</i>			
<i>Travel & Mileage</i>	\$5,000.00	\$5,000.00	\$8,000.00
<i>Equipment Categories 400</i>			
<i>Vehicle Maintenance & Operation</i>	\$2,000.00	\$2,000.00	\$3,200.00
<i>Traffic Count Equipment</i>	\$3,000.00	\$3,000.00	\$4,800.00
<i>Computer Hardware</i>	\$1,500.00	\$1,500.00	\$2,400.00
<i>Software & GIS License</i>	\$3,000.00	\$3,000.00	\$4,800.00
Total Cost of Non-Labor Expenses	\$15,050.00	\$15,050.00	\$30,100.00

NCC UPWP HOURS BY CATEGORY

North Country Council Staff Hours by Category 2018-2019 UPWP				
	FY 2018	FY 2019	Total Hours	%
<i>Category 100: Administration</i>	476	476	952	13%
<i>Category 200: Planning & Policy</i>	410	410	820	11%
<i>Category 300: Public Involvement</i>	216	216	432	6%
<i>Category 400: Plan Support</i>	840	840	1680	22%
<i>Category 500: Technical Assistance</i>	1858	1858	3716	49%
Total Hours	3800	3800	7600	100%

NCC UPWP HOURS BY STAFF POSITION

North Country Council Staff Hours by Position 2018-2019 UPWP				
	FY 2018	FY 2019	Total Hours	%
<i>Executive Director</i>	205	205	410	5%
<i>Lead Transportation Planner</i>	1155	1155	2310	30%
<i>Senior Planners (2)</i>	420	420	840	11%
<i>Planners (3)</i>	1900	1900	3800	50%
<i>Interns</i>	50	50	100	1%
<i>Financial Manager</i>	70	70	140	2%
Total Hours	3800	3800	7600	100%

ARTICLE I

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

E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

F. DATE OF COMPLETION

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

ARTICLE II

ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY

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

A. GENERAL FEE

The cost of all work and expenses under this AGREEMENT shall not exceed \$547,200 in State Fiscal Years 2018 and 2019. Funding from two sources, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), will be combined into a consolidated Planning Grant (CPG). Of the \$547,200 fee, approximately 90% (\$492,480) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% (\$54,720) 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 \$492,480 total amount).

B. SALARY, BENEFITS AND INDIRECT COSTS

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

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

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

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

ARTICLE II

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

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

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

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

C. DIRECT EXPENSES

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

ARTICLE II

D. FIXED FEE

Blank

E. PAYMENTS

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

F. RECORDS - REPORTS

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

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

ARTICLE III - GENERAL PROVISIONS

A. **HEARINGS, ETC.**

Blank

B. **CONTRACT PROPOSALS**

Blank

ARTICLE IV - 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 Mount Eustis Commons, 262 Cottage Street, Suite #246, 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

ARTICLE IV

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

ARTICLE IV

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

G. SUBLETTING

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

ARTICLE IV

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Status of the COMMISSION

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

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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.

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

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

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

ARTICLE IV

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

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

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

The CONSULTANT , 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: Brian Robinson
EXECUTIVE DIRECTOR
(Title)

Date: 5/4/2016

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

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

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

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

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the EXECUTIVE DIRECTOR and duly-authorized representative of the firm of 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:

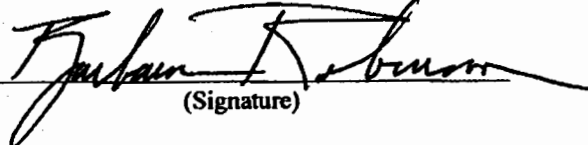
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving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

5/4/2017
(Date)


(Signature)

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

James Wellits 5/4/17 (SEAL)

Consultant

CONSULTANT

Dated: 5/4/2017

By: *Barbara Johnson*
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

Dated: 5/12/17

By: *[Signature]*
Commissioner, NHDOT

Attorney General

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

Dated: 6/5/17

By: *Dianne Martin*
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, Vicki Delallo (Secretary/Treasurer, position) of the North Country Council hereby certify that at a meeting held on April 19, 2017:

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the (RPC) North Country Council on this 4 day of May, 2017.

Vicki Delallo
(name, position)
vicki Delallo, Treasurer

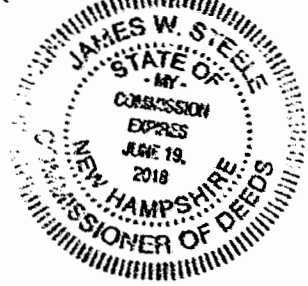
STATE OF NEW HAMPSHIRE
County of GRAFTON

On this 4th day of May, 2017, before me JAMES STEELE, the undersigned officer, personally appeared, Vicki DELALLO, who acknowledged him/herself to be the Treasurer of the (RPC) North Country Council, and that he/she as such being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

James W. Steele
Notary Public, Justice of the Peace
(Official Seal)

JUNE 19, 2018
My Commission Expires





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 262 Cottage Street, Suite 246 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		
COVERAGE SCHEDULE					
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 Any auto	7/1/2016	7/1/2017	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2016	7/1/2017	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
North Country Council 262 Cottage Street, Suite 246 Littleton, NH 03561			By: <i>Tammy Denver</i>
			Date: 10/20/2016 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: North Country Council 262 Cottage Street, Suite 246 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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Category	Effective Date	Expiration Date	Coverage Details	Limits
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2017	7/1/2018	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2017	7/1/2018	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 5/4/2017 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept. of Transportation			
1000 Hazen Dr. Concord, NH 03302			

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:

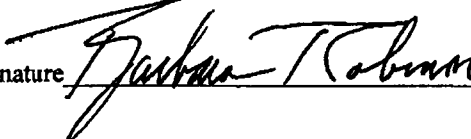
1. That the RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the 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: 5/4/2017

Name/Title BARBARA ROBINSON, Executive Director

Attachments: Appendix A

APPENDIX A

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

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

