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WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance  
April 30, 2015

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with the North Country Council (Vendor #177235) Bethlehem, NH in the amount of \$504,000 to undertake certain transportation related planning activities from July 1, 2015, or the date of Governor and Council approval, whichever is later, through June 30, 2017. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2016 and FY 2017 as follows:

	<u>FY 2016</u>	<u>FY 2017</u>
04-096-096-962515-2944		
SPR Planning Funds		
072-500575 Grants to Non-Profits-Federal	\$252,000	\$252,000

**EXPLANATION**

The North Country Council is the primary planning agency in the northern part of the state covering fifty-one communities. The Moving Ahead for Progress in the 21st Century (MAP-21), provides planning and transit funds for each Regional Planning Commission (RPC). Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the North Country Council have developed procedures for addressing transportation planning issues.

North Country Council has developed a proposal to carry out the planning and programming process as identified by 23 CFR Subpart C and USC Title 23 Section 134 and the Transit Planning process as identified in Section 5303 of the Federal Transit Act.

This contract comprises the biannual Unified Planning Work Plan (UPWP) for State Fiscal Years 2016-2017. As part of this program North Country Council will provide transportation planning and programming to support state, regional, and local needs. The North Country Council will focus on eight 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

These planning factors are identified in the Moving Ahead for Progress in the 21st Century (MAP-21) transportation bill. Additionally, North Country Council will address the New Hampshire Federal Highway Administration and Federal Transit Administration Planning Emphasis Areas (PEAs), which include MAP-21 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 \$560,000.00. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion \$504,000.00 is Federal Aid (involving Metropolitan Planning (PL) and Statewide Planning & Research (SPR) funds) with additional \$56,000.00 local funds (collected by 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,



William Cass, P.E.  
Assistant Commissioner

BUREAU OF PLANNING & COMMUNITY ASSISTANCE  
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ARTICLE I

NORTH COUNTRY COUNCIL  
FED. NO.: X-A004(372)  
STATE NO. 40369

**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 County Council, with principal place of business at The Cottage at the Rocks, 107 Glessner Road, in the Town of Bethlehem, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

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

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

ACTICLE I

**ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED**

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the COMMISSION, who agrees to 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 County Council.

B. SCOPE OF WORK

As described in the attached work program which forms a part of the AGREEMENT, which has been approved by the DEPARTMENT and Federal Highway Administration (FHWA).

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

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

D. WORK SCHEDULE AND PROGRESS REPORTS

The COMMISSION shall begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The COMMISSION shall complete these services without delay unless unable to do so for causes not under the COMMISSION'S control.

The COMMISSION'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.



NORTH COUNTRY COUNCIL, INC.

TRANSPORTATION PLANNING

UNIFIED PLANNING WORK PROGRAM  
FOR  
NEW HAMPSHIRE PLANNING REGION I

FISCAL YEAR 2016 AND 2017  
JULY 1, 2015 - JUNE 30, 2017

April 17, 2015

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

## Acronyms

APA = American Planning Association  
BPTAC = Bicycle and Pedestrian Transportation Advisory Council  
CCRCC = Carroll County Regional Coordinating Council  
FHWA = Federal Highways Administration  
GCRCC = Grafton-Coos Regional Coordinating Council  
GIS = Geographic Information Systems  
HPMS = Highway Performance Monitoring 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  
MAP-21 = Moving Ahead for Progress in the 21st Century  
NNECAPA = Northern New England Chapter of the American Planning Association  
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  
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  
UNH T2 = University of New Hampshire's T squared Program  
UPWP = UNIFIED PLANNING WORK PROGRAM  
USDOT = United States Department of Transportation

## INTRODUCTION

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

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

The North Country Council Regional Transportation Plan was adopted by the North Country Council Transportation Advisory Committee on August 19, 2009, by the North Country Council Board of Directors on August 26, 2009, and by the North Country Council Representatives at that body's October 8, 2009 Annual Meeting. The plan was re-adopted in November 2014 as part of the Regional Plan; however there is a new update underway that will be completed by June 30<sup>th</sup>, 2015. The Plan sets forth the regional and local priorities regarding public transit, highways and bridges, aeronautics, railroads, bicycles and pedestrians, and land use and transportation guided by the following 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) and the Transportation Equity Act of the 21 Century (TEA-21). These transportation mandates have been carried forward under the auspices of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). SAFETEA-LU provides for the reauthorization of programs originated under ISTEA and TEA-21 and the further implementation of flexible, environmentally sound and innovative transportation policies put forth by the authors of ISTEA. Many of these policy priorities have been carried forward in the new MAP-21 legislation in addition to a greater focus on performance measures.

2) Encourage and promote the viability of alternative forms of transportation including, but not limited to, bicycle paths, pedestrian ways, passenger and freight rail lines, multimodal transfer facilities, aviation and rural mass transit systems.

- 3) Encourage consideration of local and regional interests when decisions regarding surface and air transportation corridors (rail, highway, air) and utility transmission corridors (electricity, gas, oil, water and other utilities including fiber optics) are made at the state and federal levels.
- 4) Encourage consideration of the local consequences of construction of transportation facilities because "least cost routes" may have more than offsetting negative effects on local interests.
- 5) Encourage the utilization of existing rights-of-way in order to minimize the necessity for new construction alignments while maintaining the preservation of scenic roads.
- 6) Encourage the development and maintenance of transportation facilities designed to meet the special needs of the transportation disadvantaged.
- 7) Encourage the development or upgrading of transportation systems while avoiding undue and unnecessary negative impacts to open space, scenic vistas, parklands and historic places.
- 8) Encourage the use of existing utility corridors for additional utility easements and help promote use of these corridors as venues for multi-use trails where appropriate and within the confines of both landowner and utility company preferences.
- 9) Ensure that any proposed land use development directly considers and properly plans for the resultant transportation system impacts which are intrinsic to land development by its nature. This consideration is directly reflected in highway system access and egress and the designation of curb cuts, signalization needs and speed zone assignment.
- 10) Support the maintenance and improvement of the transportation infrastructure necessary to sustain local economics and build subregional job centers.

The update is currently being developed and will be complete and adopted by June 30, 2015.

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

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

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

Executive Director

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

#### Controller

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

#### Transportation Planner

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

#### Planning Coordinator

Assists Executive Director with outreach and education and local technical assistance, including assistance with transportation-related elements of, or issues/questions related to, master plans, zoning, subdivision regulations, site plan review, Transportation Demand Management, and developments with potential regional impacts to local officials and regional organizations. Assists as needed with special projects such as Scenic Byways and corridor studies.

#### Senior Planner

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

#### Planning Assistant

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

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

## UNIFIED PLANNING WORK PROGRAM

Fiscal Years 2016 and 2017

### **100 Administration & Training**

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

**(101: Invoices and Accounting)** All staff efforts related to the development and submittal for approval of reimbursement requests. Will include compilation and copying of extra documentation required by NHDOT for timesheets and expense reports; preparation and review of progress reports; development, review and revision as needed of invoices. Compile annual report as required by FHWA. The most recent Annual Report for FHWA/DOT was submitted in September 2014.

**(102: Program Administration)** Activities related to the general administration of the UPWP to ensure compliance with federal and state regulations and to produce quality work products. Will include oversight of activities, personnel, workload and budget; and participation in periodic reviews with NHDOT. Development of FY18&19 UPWP Scope of Work.

**(103: Training)** NCC will provide transportation related training opportunities to staff to increase their knowledge and improve NCC's ability to provide professional guidance to communities and assist NHDOT in carrying out their goals.

- There is a need to improve NCCs understanding of technical aspects of data collection.
- Staff requires LPA recertification.
- NCC needs to gain a fuller understanding of SRAVA and data processing for the bike/ped counting project.
- NCC needs to ensure coordination processes of data and techniques for reporting SADES, RSMS and RSAs.
- NCC needs to keep informed of and increase knowledge of up to date GIS to better articulate data trends and data collection.

All sessions at trainings and conferences will demonstrate a nexus with transportation and will tie to current work outlined in the UPWP scope. These trainings may be obtained from a variety of opportunities.

Trainings and conferences could include (but are not limited to):

- National Association of Development Organization's Rural Transportation Planning Conference
- Northern New England Chapter of the American Planning Association
- American Planning Association
- NHDOT/FHWA Highway Safety Manual (HSM) Implementation Training
- NHDOT/FHWA Highway Safety Improvement (HSIP) Implementation Training
- NHDOT/FHWA training on Safety Analyst software
- NHDOT Context Sensitive Solutions process
- Local Public Agency (LPA) training
- Training through UNH or others on RSA, STRAVA, SADES and RSMS.

**(104: UPWP Indirect Cost Rate Adjustment)** N/A

**(105: Performance Measures)** In FY14 & 15, NCC began drafting a set of Performance Measures. In FY 16 NCC will complete a draft of performance measures that outline the potential impact of the work of the UPWP on the region's transportation system and submit to NHDOT for review and comment. In FY17, NCC will outline baseline performance measure for the region.

Deliverables:

- Monthly progress reports
- Monthly UPWP invoices
- Annual report to NHDOT for FHWA
- Copy of approved indirect rate from federal cognizant agent (US Department of Commerce, Economic Development Administration)
- NCC annual audit
- Performance Measures for the UPWP program.
- FY18-19 UPWP Scope of Work
- Any plans/reports developed will be sent to DOT with invoices.
- Training session agendas

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 15<sup>th</sup> of each month

Personnel involved in Administration and Training:

- Executive Director
- Controller
- Transportation Planner
- Planning Coordinator
- Senior Planner

Budget for Administration and Training:

FY 2016	\$39,000
FY 2017	\$39,600
	\$78,600

## 200 Policy & Planning

**(201: Ten Year Plan/GACIT)** This task includes all work related to public involvement in the Ten Year Plan project identification process. In FY16 this will include participation in GACIT hearings; and review and input to NHDOT draft. Also assist NHDOT with the identification of environmental issues associated with TYP projects. In FY17 NCC will assist communities in developing project proposals and work with the TAC to review, score and prioritize projects. Review the results of the preceding Ten Year Plan and regional TIP update process and revise methodology and scoring criteria with TAC as appropriate.

**(202: Land Use and Environmental Linkages)** N/A

**(203: Transportation Planners Collaborative)** Staff participation in TPC meetings (4 per year).

**(204: Interagency Consultation/STIP)** Staff participation in Interagency Consultations including review of materials, discussions about the STIP, and participation in conference calls (9-12 calls.)

**(205: Transportation Improvement Program)** Assist the TAC in developing the Regional Transportation Improvement Program (RTIP) informed by the Ten Year Plan solicitation and prioritization process in FY17. The RTIP was last updated in April 2013 and will be updated again in the spring of FY 15 during the upcoming Ten Year Plan cycle.

**(206 Congestion Management Process)** N/A

**(207: Intelligent Transportation Systems)** Assist the district office in the North Country and the transportation management center to coordinate the New Hampshire Intelligent Transportation System within the North Country. Assist with outreach through social media when appropriate.

**(208: Regional Transportation Plan)** The Regional Transportation Plan update will be completed and adopted by June 30<sup>th</sup>, 2015. No additional work is anticipated in this area for FY 16/17

**(209: Transportation Conformity)** N/A

**(210: Metropolitan/Long Range Transportation Plan)** N/A.

**(211: Bicycle/Pedestrian Planning)** Participate as a steering committee member on the Bicycle and Pedestrian Transportation Advisory Committee and assistance in the development of a Bike/Ped planning guide with HEAL and BWANH staff.

### Deliverables:

- Regional Transportation Improvement Program
- Financially constrained program and prioritized list of Ten Year Plan Projects
- Interagency and TPC minutes and agendas
- Revised Regional Transportation Improvement Program for FY 16/17

- BPTAC minutes and agendas
- Documentation of collaboration regarding ITS
- Prioritized list of Transportation Alternatives projects

Performance Measures:

- Participation of NCC staff in at least 75% of TPC meetings
- More than 33% of NCC communities participate in Ten Year Plan process and GACIT hearings
- Participation of NCC staff in at least 75% of Interagency Meetings (in person or by phone.)

Personnel involved in Policy and Planning:

- Executive Director
- Planning Coordinator
- Transportation Planner
- Senior Planner

Budget for Policy and Planning:

FY 2016	\$21,900
<u>FY 2017</u>	<u>\$27,000</u>
	\$48,900

(Difference in FY16 v FY17 is because the first year of the Ten Year Plan cycle (FY17) typically requires more hours with project development, scoring, etc.)

## 300 Public Involvement & Coordination

**(301: Transportation Advisory Committee)** Organize, facilitate and staff the Transportation Advisory Committee. Includes meeting facilitation such as scheduling, providing public notices and minutes; conducting outreach to towns on membership; and follow-up on issues of concern (6 per year with bi-monthly meetings unless additional are needed.)

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

**(303: Public Involvement Plan)** In May of 2014 North Country Council submitted a draft of the Public Involvement Plan to NHDOT. We are awaiting review and comments. In FY 16, NCC intends to review DOT comments, make edits, and adopt the drafted Public Involvement Plan. This effort will be completed in FY16 and does not warrant funding in FY17.

**(304: Public Outreach)** Public outreach will continue to be conducted through a variety of mechanisms including meetings with local officials regarding transportation issues or projects; transportation updates to the NCC website; periodic public programs on transportation-related topics; and occasional mailings (paper and/or electronic) of information on transportation projects or programs to towns. NCC continues to work toward modernization of its outreach program toward more use of electronic media and specific strategies aimed at engaging younger residents of the region. Constant Contact and other web tools and services are being used to manage stakeholder outreach and a quarterly newsletter is being published.

**(305: Policy Committee)** N/A

### Deliverables:

- Agendas and minutes from TAC (anticipated six meetings)
- Agendas and minutes for quarterly NCC Reps meeting and NCC Board meeting (1 per year.)
- Newsletters with transportation content (at least 4 per year)
- Adopted Public Involvement Plan
- Any plans/reports developed will be sent to DOT with invoices
- Copies of web content, articles or other outreach

### Performance Measures

- At least 33% of NCC communities participate in TAC meetings
- At least 1 quarterly meeting with a transportation component is conducted each year for the NCC Representatives.
- At least 50% of NCC newsletters contain a transportation related topic.

### Personnel involved in Public Involvement & Coordination:

- Executive Director
- Planning Coordinator
- Transportation Planner
- Planning Assistant

Budget for Public Involvement & Coordination:

FY 2016	\$15,100
<u>FY 2017</u>	<u>\$12,000</u>
	\$27,100

(More funding in FY16 because NCC expects to finalize the Public Involvement Plan during that time.)

## 400 Plan Support

**(401: Traffic Counts)** Assist NHDOT with the collection of HPMS data by conducting annual traffic count program consisting of up to 180 count locations in cooperation with NHDOT. Includes counter deployment, discussions with NHDOT staff, and count processing, including maintenance of software and equipment. Participate with DOT and the other RPCs on the bike and pedestrian counting project and determining the best use of STRAVA data for the region. Conduct turning movement counts in the region when necessary for project development or when instructed by NHDOT.

**(402: Form 536/SADES)** Collect and report asset data on roads, bridges, culverts and development of the SADES. Participate in pre and post data collection meetings.

**(403: Geographic Information Systems)** Continue to maintain NCC GIS system with transportation planning capabilities including updating GIS data for projects with the latest DOT data available. This includes the development of maps that will be shared on NCC's website that relate to transportation. In FY15, NCC is making a map that will show all traffic count locations and provide the user the ability to click on any location and get the AADT history. In FY16 & 17, NCC will continue this effort and make additional maps for other topics that could include red listed bridges, bike paths, transit routes, Ten Year Plan projects; etc.

In fall of 2014, NCC wrote a grant in order to receive discounted GIS software so that we are able to upgrade technology and provide better service to the region. This discount enabled NCC to purchase ARC GIS 10.2 as well as Spatial Analyst (an extension of ARC GIS) and 4 licenses for this software. NCC successfully obtained GIS online with the intent to begin to display data online for our region. NCC intends to put traffic count information online using GIS online. NCC recently purchased a mini iPad for field data collection (culverts, RSMS, etc.). In FY 16 & 17, NCC intends to map culvert locations and use GIS to help create a program that demonstrates to communities the value of conducting these culvert inventories and RSMS.

**(404: Demographics)** NCC will collect data on demographics to provide information to communities and for inclusion in plans and reports that are important for transportation planning activities.

**(405: Equipment)** Purchase 2 new radar traffic counters (per year) and maintain existing counters, purchase hose, nails, spikes, webbing, tape, tools. Truck operation and maintenance including inspection, registration, and fuel. Purchase automatic bicycle/pedestrian traffic data recorders (with tubes and infrared) designed for use on multi-use paths and trails. NCC intends to work with communities requesting TAP funds to understand the current bicycle/pedestrian use in project areas and to do later counts to review the impact of the TAP funds on counts. NCC will investigate using counters for ATV/Snowmobile counts on trails systems. There has been an increase in the volume and impact of ATVs on roads and numerous communities have changed local regulations to allow ATVs on roads.

NCC staff uses the truck when possible for travel for projects related to the UPWP contract to reduce personal car mileage reimbursements.

**(406: Transportation Model) N/A**

Deliverables:

- Traffic counts, factored to average daily traffic and AADT volumes
- When completed – turning movement count data
- Bike/Ped Count data
- Copies of GIS online maps on website
- Demographic data summary
- Bridge and culvert data

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

Personnel involved in Plan Support:

- Senior Planners
- Transportation Planner
- Intern or Part-time worker (Possibly)

Budget for Plan Support:

FY 2016	\$73,400
FY 2017	\$68,200
	\$141,700

## 500 Technical Assistance & Support

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

Provide preliminary consultation to communities in developing future projects by evaluating the existing conditions and examining alternative solutions, which may 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.

**(502: Statewide Assistance)** Participate in RPC Director's meetings and periodic SCC and NHRTA and other policy-level meetings as appropriate to outline and resolve statewide issues. Participate with NHDOT on development of a state Freight Plan and provide feedback.

**(503: Local Public Agency Program Support)** Assist communities and other eligible organizations to obtain information on and apply for transportation related funding opportunities in order to resolve transportation issues. Programs include but are not limited to Transportation Alternative Program, State Aid Highway, State Aid Bridge and the Highway Safety Improvement Program and match opportunities through Northern Borders, regional and national foundations.

**(504: Special Projects)** Special projects are intended to be used either for unknown work that requires substantial effort to complete that may be out of the scope of the remainder of the UPWP contract, or for projects that require more defined scoping and collaboration with NHDOT. Special projects shall be scoped in collaboration with NHDOT prior to engagement in the work. NHDOT will provide a notice to proceed for all Special Project work. North Country Council seeks to use Special Projects over the FY16/17 years to develop cost-sharing services with municipalities to complete future work. It is the ambition of NCC to migrate this work to contractual services with municipalities in the future. Potential Special Projects include:

- Organize and participate in Road Safety Audits done in collaboration with DOT Staff. Locations will be identified by NHDOT and/or the TAC for high priority locations.
- Potential assistance or studies for Saranac Street in downtown Littleton to improve flow and integrate multi-use.
- Conduct traffic counts for municipal or county members that are beyond the scope of traffic counts outlined by NHDOT.
- Other small scale transportation studies at the request of the TAC or member communities.
- Facilitating Context Sensitive Solutions process at the direction of NHDOT.

- Conduct Road Surface Management in partnership with T2 Center at UNH.
- Conduct culvert inventories and assessments for NCC communities. These will be prioritized based on community interest and capacity to engage. NCC is using SADES and will continue in FY 16/16.
- Sidewalk inventories driven by interest from communities and NHDOT.

Special Project task 504 will be charged for the development of these scopes and for consultation with NHDOT prior to notice to proceed.

**(505: Regional Coordinating Councils)** Participate in Grafton-Coos RCC and Carroll County RCC. This includes meeting planning, participation, and facilitation of meetings; provision of technical assistance; website updates; and development of 5310 Purchase of Service and Formula Funds proposals. Provide staff support such as minutes, agenda, arranging meeting locations, as funding permits. (GCRCC: no less than 4 meetings per year. CCRCC: no less than 6 meetings per year.)

**(506: Transit Assistance/TDM)** Transportation Demand Management (TDM). Continue to provide assistance to Carroll County Transit and Transport Central as needed, and to other organizations working to enhance and maintain the livability of North Country communities. NCC will do outreach for the NH Rideshare program by participating in statewide marketing efforts, integrated web portal and design. Outreach will be done on Rideshare and other TDM options to large employers and business groups (FY 16 & 17.) Rideshare flyers and website will be updated with statewide design (FY16 only.) NCC will serve as an advocate for sensible public and alternative transportation opportunities throughout the Region. The most recent Coordinated Transit Plan was updated in FY15 and adopted in November 2014.

#### Deliverables:

- Log of service provided to communities
- Comments and recommendations for mitigation of transportation impacts of proposed developments
- 5310 POS and Formula Funding proposals to DOT
- Master Plan updates
- Minutes and agendas from statewide meetings
- Minutes and agendas from RCC meetings
- Webpage providing access to DOT-hosted ride-matching software and links to the region's other transportation alternatives
- DOT approved scope(s) of work for SPR projects
- Reports/summaries for RSMS projects and culvert inventories

#### 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.

#### Personnel involved in Technical Assistance and Support:

- Executive Director
- Planning Coordinator
- Transportation Planner
- Senior Planner
- Controller

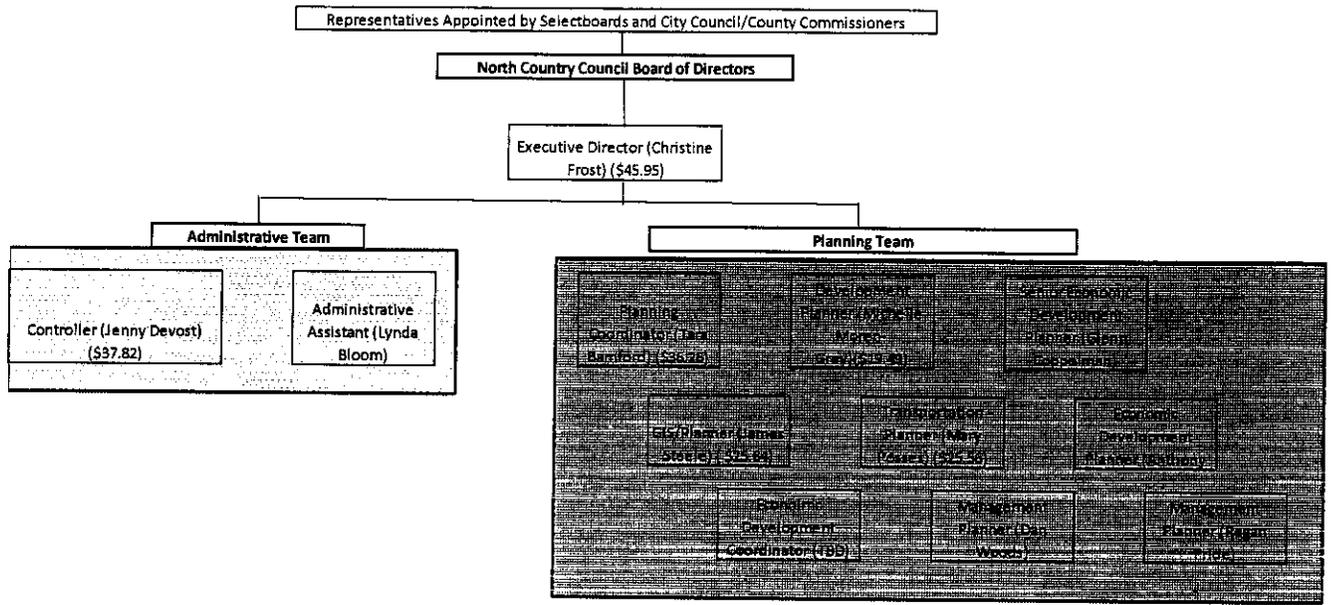
Budget for Technical Assistance and Support:

FY 2016	\$130,500
<u>FY 2017</u>	<u>\$132,800</u>
	\$263,300

## NCC UPWP Budget FY 16 & 17

		Total FY16 Budget	Total FY17 Budget
<b>Category 100</b>	<b>Administration &amp; Training</b>		
	101 Invoices and Accounting	\$14,000	\$14,200
	102 Program Administration	\$15,000	\$15,200
	103 Training	\$6,000	\$6,000
	104 UPWP Ind. Cost Rate Adjustment	\$0	\$0
	105 Performance Measures	\$4,000	\$4,200
	<b>Total 100</b>	<b>\$39,000</b>	<b>\$39,600</b>
<b>Category 200</b>	<b>Policy &amp; Planning</b>		
	201 Ten Year Plan/GACIT	\$7,900	\$12,200
	202 Land Use and Environmental Linkages	\$0	\$0
	203 Transportation Planners Collaborative	\$4,000	\$4,100
	204 Interagency Consultation/STIP	\$1,800	\$1,800
	205 Transportation Improvement Program	\$1,800	\$2,500
	207 Intelligent Transportation Systems (ITS)	\$1,200	\$1,200
	208 Regional Transportation Plan	\$0	\$0
	209 Transportation Conformity	\$0	\$0
	210 Metropolitan/Long Range Transportation Pla	\$0	\$0
	211 Transportation Model	\$5,200	\$5,600
	<b>Total 200</b>	<b>\$21,900</b>	<b>\$27,400</b>
<b>Category 300</b>	<b>Public Involvement &amp; Coordination</b>		
	301 Transportation Advisory Committee	\$7,500	\$7,000
	302 Planning Commission/Committee Meetings	\$1,050	\$1,000
	303 Public Involvement Plan	\$2,500	\$0
	304 Public Outreach	\$4,050	\$4,000
	305 Policy Committee Meetings	\$0	\$0
	<b>Total 300</b>	<b>\$15,100</b>	<b>\$12,000</b>
<b>Category 400</b>	<b>Plan Support</b>		
	401 Traffic Counts	\$38,000	\$37,700
	402 Form 536/SADES	\$10,000	\$10,000
	403 Geographic Information Systems (GIS)	\$3,500	\$3,500
	404 Demographics	\$7,500	\$7,500
	405 Equipment	\$14,500	\$9,500
	406 Transportation Model	\$0	\$0
	<b>Total 400</b>	<b>\$73,500</b>	<b>\$68,200</b>
<b>Category 500</b>	<b>Assistance &amp; Support</b>		
	501 Local and Regional Assistance	\$70,400	\$71,400
	502 Statewide Assistance	\$6,100	\$6,200
	503 Local Public Agency Program Support	\$3,000	\$3,000
	504 Special Projects	\$21,500	\$22,000
	505 Regional Coordinating Councils	\$13,000	\$13,200
	506 Transit Assistance/TDM	\$16,500	\$17,000
	<b>Total 500</b>	<b>\$130,500</b>	<b>\$132,800</b>
		<b>\$280,000</b>	<b>\$280,000</b>
	Federal Highways 80%	\$224,000	\$224,000
	North Country Council Cash Match	\$28,000	\$28,000
	Toll Credits	\$28,000	\$28,000
		<b>\$280,000</b>	<b>\$280,000</b>

# North Country Council Organizational Chart



## 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, 2017.

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 \$560,000.00 in State Fiscal Years 2016 and 2017. 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 \$560,000.00 fee, approximately 90% (\$504,000.00) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% (\$56,000.00) from the North Country Council. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the \$504,000.00 total amount).

B. SALARY, BENEFITS AND INDIRECT COSTS

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

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

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

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

## 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

**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 The Cottage at the Rocks, 107 Glessner Road, Bethlehem, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

#### ARTICLE IV

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

#### D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

## ARTICLE IV

### E. ADDITIONAL SERVICES

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

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

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

### F. OWNERSHIP OF PLANS

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

### G. SUBLETTING

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

## ARTICLE IV

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

### H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

### I. BROKERAGE

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

### J. CONTRACTUAL RELATIONS

#### 1. Status of the COMMISSION

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

## ARTICLE IV

### 2. Claims and Indemnification

#### a. Non-Professional Liability Indemnification

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

#### b. Professional Liability Indemnification

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

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

### 3. Insurance

#### a. Required Coverage

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

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

## ARTICLE IV

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

## ARTICLE IV

### 5. Construction of AGREEMENT

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

### K. AGREEMENT MODIFICATION

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

### L. EXTENSION OF COMPLETION DATE(S)

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

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

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

ARTICLE IV

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

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

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

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

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

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

ARTICLE IV

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

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

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

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.



**CERTIFICATE OF VOTE**

I, Vicki DeLalla, (Secretary/Treasurer, position) of the North Country Council, do hereby certify that at a meeting held on April 8th, 2015:

1. I am the duly elected and acting Treasurer of the North Country Council 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, Christine Fox 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 16 day of April 2015.

Vicki DeLalla  
(name, position) Vicki DeLalla, Treasurer

STATE OF NEW HAMPSHIRE  
County of Grafton

On this 16th day of April, 2015, before me Jennifer Devost, the undersigned officer, personally appeared, Vicki DeLalla, 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.

Jennifer Devost  
Notary Public, Justice of the Peace  
(Official Seal)

June 18, 2015  
My Commission Expires



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

*Joseph Brown*  
4-16-15 (SEAL)

**Consultant**

CONSULTANT

Dated: 4/16/15

By: *[Signature]*  
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

Dated: 5/22/15

By: *[Signature]*  
For Commissioner, NHDOT

**Attorney General**

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

Dated: 6/3/15

By: *[Signature]*  
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

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

The CONSULTANT , proposed subconsultant \_\_\_\_\_, hereby certifies that it has , has not \_\_\_\_\_ developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has , has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has , has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Deputy Assistant Secretary for Federal Contract Compliance, United States Department of Labor or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

North Country Council  
(Company)  
By: [Signature]  
Executive Director  
(Title)

Date: 4/16/15

**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.

4/16/15  
(Date)

[Signature]  
(Signature)

## NON-DISCRIMINATION ASSURANCES

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

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

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

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

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

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

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

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

Signature  Date: 4/16/15

Name/Title Christine Frost, Executive Director

Attachments: Appendix A

## APPENDIX A

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

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

## Federal Regulations Compliance Assurance

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

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

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

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

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

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

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Name/Title \_\_\_\_\_

Christine Frost, Executive Director



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> North Country Council 107 Gleessner Road Bethlehem, NH 03574	<b>Member Number:</b> 576	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coli: \$1,000 <input type="checkbox"/> Any auto	7/1/2014	7/1/2015	Combined Single Limit (Each Accident) Aggregate	included in the above
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
			Each Accident	\$
			Disease - Each Employee	\$
			Disease - Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** In regards to the Agreement dated April 16, 2013 between NHDOT and North Country Council, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex <sup>3</sup> - NH Public Risk Management Exchange
NHDOT John O. Morton Building 7 Hazen Drive P.O. Box 483 Concord, NH 03302-0483					<b>By:</b> <i>Tammy Denver</i>
					<b>Date:</b> 4/17/2015    tdenver@nhprimex.org
					Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
North Country Council 107 Glessner Road Bethlehem, NH 03574	576	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2014  7/1/2015	7/1/2015  7/1/2016	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease -- Each Employee	\$2,000,000
			Disease -- Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NHDOT John O. Morton Building 7 Hazen Drive P.O. Box 483 Concord, NH 03302-0483			<b>By:</b> <i>Tammy Denver</i>  <b>Date:</b> 6/1/2015    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

