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New Hampshire DOT
Department of Transportation

# THE STATE OF NEW HAMPSHIRE
## DEPARTMENT OF TRANSPORTATION

*Victoria F. Sheehan*
*Commissioner*

*William Cass, P.E.*
*Assistant Commissioner*

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

Bureau of Planning & Community Assistance
May 5, 2021

## REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with the Lakes Region Planning Commission (Vendor #154653), Meredith, NH, in the amount of $487,414.80 to undertake certain transportation related planning activities from July 1, 2021, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2023. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2022 and FY 2023, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

| 04-096-096-962515-2944 | FY 2022 | FY 2023 |
|---|---|---|
| SPR Planning Funds | | |
| 072-500575 Grants to Non-Profits-Federal | $243,707.40 | $243,707.40 |

## EXPLANATION

The Lakes Region Planning Commission is the primary planning agency in the Lakes Region covering thirty communities. The Fixing Americas Surface Transportation (FAST) Act provides planning and transit funds for each Regional Planning Commission (RPC). Cooperatively, the New Hampshire Department of Transportation (NHDOT) and the Lakes Region Planning Commission has developed procedures for addressing transportation planning issues.

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

This contract comprises the biennium Unified Planning Work Plan (UPWP) for State Fiscal Years 2022 and 2023. As part of this program, Lakes Region Planning Commission will provide transportation planning and programming services and products to support state, regional, and local needs. The Lakes Region Planning Commission will focus on ten planning factors as follows:

1) Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency,
2) Increase the safety of the transportation system for motorized and non-motorized users,
3) Increase the security of the transportation system for motorized and non-motorized users,
4) Increase the accessibility and mobility of people and freight,

5) Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns,
6) Enhance the integration and connectivity of the transportation system, across and between modes, people and freight,
7) Promote efficient system management and operation,
8) Emphasize the preservation of the existing transportation system,
9) Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10) Enhance travel and tourism.

These planning factors are identified in the Fixing Americas Surface Transportation (FAST) Act. Additionally, Lakes Region Planning Commission will address the New Hampshire Federal Highway Administration and Federal Transit Administration Planning Emphasis Areas (PEAs), which include implementation of performance based planning and programming, regional planning cooperation and ladders of opportunities for access to essential services and identification of connectivity gaps.

The Lakes Region Planning Commission can accomplish this work for a total fee not to exceed $541,572.00. The funding to be used is from Federal Highway Administration (FHWA) Planning funds and local funds. The Federal portion $487,414.80 is Federal Aid (involving Statewide Planning & Research (SPR) funds) with additional $54,157.20 in local funds (collected by Lakes Region Planning Commission to be applied towards total cost).

The funding for this request, $487,414.80, is 90% Federal Funds with 10% state match. Turnpike toll credits are being utilized for the state match, effectively using 100% Federal Funds. The additional $54,157.20, which is 10% of the total project for the Lakes Region Planning Commission, are local funds and will be collected by Lakes Region Planning Commission. The Capital Budget Overview Committee approved the use of Turnpike Toll Credits on November 30, 2020.

The Contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office and subsequent to Governor and Council approval, will be on file at the Department of Transportation.

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

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

VFS/WR/dmp
Attachments

**LAKES REGION**
**PLANNING COMMISSION**
**FED. NO.: X-A005(107)**
**STATE NO.: 43432**

**BUREAU OF PLANNING & COMMUNITY ASSISTANCE**
**TABLE OF CONTENTS**


**PREAMBLE** 1

**ARTICLE I - DESCRIPTION OF PLANNING SERVICES TO BE RENDERED** ..... 2
- A. LOCATION AND DESCRIPTION OF PROJECT ..... 2
- B. SCOPE OF WORK ..... 2
- C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION ..... 2
- D. WORK SCHEDULE AND PROGRESS REPORTS ..... 2-3
- E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS ..... 3
- F. DATE OF COMPLETION ..... 3

**ARTICLE II - COMPENSATION OF COMMISSION FOR SPECIFIC RATES OF PAY** ..... 4
- A. GENERAL FEE ..... 4
- B. SALARY, BENEFITS AND INDIRECT COSTS ..... 4-5
- C. DIRECT EXPENSES ..... 5-6
- D. FIXED FEE ..... 6
- E. PAYMENTS ..... 6
- F. RECORDS - REPORTS ..... 6

**ARTICLE III - GENERAL PROVISIONS** ..... 7
- A. HEARINGS, ETC ..... 7
- B. CONTRACT PROPOSALS ..... 7

**ARTICLE IV - STANDARD PROVISIONS** ..... 8
- A. STANDARD SPECIFICATIONS ..... 8
- B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS ..... 8
- C. EXTENT OF CONTRACT ..... 8
  - 1. Contingent Nature of AGREEMENT ..... 8
  - 2. Termination ..... 8-9
- D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS ..... 9
- E. ADDITIONAL SERVICES ..... 10
- F. OWNERSHIP OF PLANS ..... 10
- G. SUBLETTING ..... 10-11
- H. GENERAL COMPLIANCE WITH LAWS, ETC ..... 11
- I. BROKERAGE ..... 11
- J. CONTRACTUAL RELATIONS ..... 11
  - 1. Status of the COMMISSION ..... 11
  - 2. Claims and Indemnification ..... 12
  - 3. Insurance ..... 12-13
  - 4. No Third-Party Rights ..... 13
  - 5. Construction of AGREEMENT ..... 14

K. AGREEMENT MODIFICATION ..... 14
L. EXTENSION OF COMPLETION DATE(S) ..... 14
M. TITLE VI (NONDISCRIMINATION OF FEDERALLY ASSISTED PROGRAMS) COMPLIANCE ..... 14-15-16
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS ..... 17
1. Policy. ..... 17
2. Disadvantaged Business Enterprise (DBE) Obligation ..... 17
3. Sanctions for Non-Compliance. ..... 17

**ATTACHMENTS**

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CERTIFICATION OF COMMISSION/SUBCONSULTANT
3. SEAL-AND-SIGNATURE PAGE
4. CERTIFICATE OF VOTE
5. INSURANCE CERTIFICATES
6. NONDISCRIMINATION ASSURANCE
7. CERTIFICATE OF GOOD STANDING

ARTICLE I

**LAKES REGION**
**PLANNING COMMISSION**
**FED. NO.: X-A005(107)**
**STATE NO.: 43432**

**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 Lakes Region Planning Commission, with principal place of business at 103 Main Street, Suite 3, in the Town of Meredith, State of New Hampshire, hereinafter referred to as the COMMISSION, witnesses that

Pursuant to 23 CFR 450 subpart C, 23 U.S.C. 134, and Section 5303 of the Federal Transit Act the Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to provide State Planning & Research (SPR) and Federal Transit Administration (FTA) funds, as a Consolidated Planning Grant (CPG), to the COMMISSION for carrying out the comprehensive, cooperative and continuing transportation planning process in all jurisdictions of the Lakes Region Planning Commission.

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

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

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the COMMISSION, who agrees to fulfill requirements for transportation planning in the Lakes Region Planning Commission area as set forth in the Unified Planning Work Program (UPWP).

### A. LOCATION AND DESCRIPTION OF PROJECT

All communities falling under the jurisdiction of the Lakes Region Planning Commission designated Regional Planning Commission.

### B. SCOPE OF WORK

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

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

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

### D. WORK SCHEDULE AND PROGRESS REPORTS

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

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

2022 - 2023

# Unified Planning Work Program

**Prepared for:**

New Hampshire Department of Transportation
Bureau of Planning and Community Assistance
John O. Morton Building
Hazen Drive
Concord, NH

**04-16-2021**

Lakes Region Planning Commission
103 Main Street, Suite 3
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# INTRODUCTION

The purpose of the Lakes Region Planning Commission's Unified Planning Work Program (UPWP) is to provide a viable, collaborative transportation planning process where the region's communities, through the LRPC, and the state may engage in long-range planning for the overall betterment of the region and the state. In general terms, the UPWP is designed to provide support for Transportation Planning Emphasis Areas defined by the New Hampshire Office of the Federal Highway Administration and the Federal Transit Administration Region I Office, and for Planning Factors identified in Moving Ahead for Progress in the 21st Century (MAP-21) and the FAST Act.

### Planning Emphasis Area:

MAP-21 and FAST Act Compliance
Regional Models of Cooperation
Ladders of Opportunities
State Asset Management Plan
Freight Planning
Travel and Tourism
Project Monitoring
Integration of Census 2020 Data
Planning and Environmental Linkages
Livability and Sustainability
Stormwater Impacts and Resiliency

### FAST ACT and MAP-21 Planning Factors:

A. Support the economic vitality of the Lakes Region, especially by enabling transportation productivity and efficiency;

B. Increase the safety of the transportation system for motorized and non-motorized users;

C. Increase the security of the transportation system for motorized and non-motorized users;

D. Increase accessibility and mobility of people and freight;

E. 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;

F. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;

G. Promote efficient system management and operation; and

H. Emphasize the preservation of the existing transportation system.

I. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and

J. Enhance travel and tourism.

The above factors were considered during the development of this UPWP.

## Table 1: New Hampshire Planning Emphasis Areas and Supporting Tasks

| | PLANNING FACTORS | 100 | 200 | 300 | 400 | 500 |
|---|---|---|---|---|---|---|
| 1 | Support the Economic Vitality | 102, 103, 105 | 201,202, 203, 205, 207, 208, 210, 211 | 301, 302, 303, 304 | 402, 403, 404, | 501, 502, 505 |
| 2 | Increase Safety | 102, 103, 105 | 201,202, 203, 205, 207, 208, 210, | 301, 302, 303, 304 | 401, 402, 403, 404, 405 | 501, 502, 505 |
| 3 | Increase Security | 102, 103, 105 | 201,202, 203, 205, 207, 208, 210, | 301, 302, 304 | 401, 402, 403, 404, 405 | 501, 502, 505 |
| 4 | Increase Accessibility and Mobility | 102, 103, 105 | 201,202, 203, 205, 206, 207, 208, 210, 211 | 301, 302, 303, 304 | 401, 402, 403, 404, 405 | 501, 502, 505 |
| 5 | Planning and Environmental Linkages (PEL) | 102, 103, 105 | 201,202, 203, 205, 206, 207, 208, 210, 211 | 301, 302, 303, 304 | 401, 402, 403, 404, | 501, 502, 503, 505 |
| 6 | Enhance Integration and Connectivity | 102, 103, 105 | 201,202, 203, 205, 206, 207, 208, 210, 211 | 301, 302, 304 | 401, 402, 403, 404, 405 | 501, 502, 503, 505 |
| 7 | Promote Efficient System | 102, 103, 105 | 201,202, 203, 205, 206, 207, 208, 210, 211 | 301, 302, 304 | 401, 402, 403, 404, 405 | 501, 502, 503, 505 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 8 | Preservation of the Existing Transportation System | 102, 103, 105 | 201, 202, 203, 205, 207, 208, 210, | 301, 302, 304 | 401, 402, 403, 404, 405 | 501, 502, 505 |
| 9 | Resiliency and Reliability | 102, 103, 105 | 201, 202, 203, 205, 206, 207, 208, 210, 211 | 301, 302, 303, 304 | 401, 402, 403, 404, 405 | 501, 502, 503, 505 |
| 10 | Enhance Travel and Tourism | 102, 103, 105 | 201, 202, 203, 205, 207, 208, 210, 211 | 301, 302, 304 | 401, 402, 403, 404, | 501, 502, 505 |

# 2022-2023 UPWP Tasks

## Administration and Training — Category 100

PURPOSE: To manage effectively and efficiently the FY 2022-2023 Unified Planning Work Program (UPWP) agreement between the Lakes Region Planning Commission (LRPC) and the New Hampshire Department of Transportation (NHDOT) by providing: staff supervision and training opportunities and documentation of task performance at regular intervals.

### 101 Invoices and Accounting

**Objective:** The submission of timely, accurate, and detailed reporting of work accomplishments and time and monetary expenditures for NHDOT approval and reimbursement.

**Proposed Activities and Products:**

1. Financial Management and Clerical Services

**Deliverables:**

- Bookkeeping
- Monthly Invoices
- Auditor's Report

### 102 Program Administration

**Objective:** To administer the LRPC transportation program and associated agreements with NHDOT, Federal Highway Administration (FHWA) or Federal Transit Administration (FTA) in compliance with state and federal regulations.

**Proposed Activities and Products:**

1. Contract Management – All tasks related to the administrative oversight of the 2022-2023 UPWP, and activities related to advertising, evaluating, selecting, and monitoring of sub-consultants through competitive bidding requirements as necessary and in consultation with NHDOT.

2. Review, track, and report on transportation related legislation that affects the development and inclusion of future projects in the TYP.

**Deliverables:**

- 2022-2023 Unified Planning Work Program
- 2021 Annual Performance Report
- Participation in UPWP Mid-Term Review with NHDOT staff
- 2022-2023 UPWP change requests (as appropriate)
- Sub-contracts and Agreements (as appropriate)
- Biweekly staff timesheets
- Monthly status reports
- FTP monthly uploads

## 103 Training and Memberships

**Objective:** To provide training opportunities for professional planning staff in contemporary transportation content areas to increase knowledge base and the everyday delivery of high-quality program services in consultation with NH Department of Transportation (NHDOT) and in accordance with Federal Highway Administration (FHWA) eligibility guidance on planning and research funding for travel and training.

**Proposed Activities and Products:**

1. **Trainings:** Attendance at transportation conferences and training for staff to improve and maintain transportation planning and policy, GIS, and other related skills. Specific tasks include but are not limited to the following:

    a. Transportation planning events offered by FHWA, FTA, NHDOT, CTAA, NTI, ITE, UNH T2, and other relevant organizations.

    b. GIS training offered by ESRI and regional academic institutions.

    c. Statistical training offered by US Census, NHOSI, and other relevant organizations

    d. Project estimations training to oversee engineering, coordinate with towns, to have greater flexibility with project scope and budgeting for transportation projects.

**Deliverables:**

- Documentation of staff training in a variety of transportation topics as available to the extent that funding allows. Priority topic areas include, but are not limited to:

- FHWA Performance Measures training, as available
- Rural public transportation systems development and the implementation of coordinated transit and human services plans
- Integrated land use and transportation
- Training related to the development and implementation of corridor studies, traffic modeling, and corridor management plans
- Rural transportation systems safety improvements, crash mitigation factors, and priority projects identification;
- Context Sensitive Solutions
- State transportation programs including, but not limited to Transportation Alternatives categories
- Energy, climate change, and sustainable transportation;
- Planning for and implementation of bicycle and pedestrian improvements and intermodal transportation
- Highway capacity, impact analysis, data collection methods, and access management
- Road Safety Audit facilitation and crash reduction
- Seminars and conferences provided by the National Association of Development Organizations (NADO) and the American Planning Association (APA) related to transportation and transportation planning
- Geographical Information Systems (GIS) training relevant to UPWP goals (e.g. Business Analyst, Story Maps, ArcGIS Online, CommunityViz, and software administration.)
- Purchase and reimburse necessary travel, books and manuals, postage, publications, materials and other to accomplish training and administration goals
- Green transportation infrastructure especially for water quality
- Use of Census 2020 data in land use and transportation planning

2. **Memberships:** The purpose of this subtask is to continue membership in the National Association of Development Organizations (NADO) the New Hampshire Association of Regional Planning Commissions (NHARPC), the American Planning Association, the Transportation Section. These memberships support staff acquisition of the knowledge and skills need to provide transportation planning functions.

**Deliverables:**

Knowledge of CFRs, federal and state guidance, rulemakings, newly released reports, studies, best practices research, and other transportation-related planning materials

**Applicability to FAST ACT and MAP-21 Planning Factors:** Priorities within this budgeted task will be determined by training requests direct linkage to FAST ACT and MAP-21 Planning Factors and applicability to identified tasks within this work program.

## 104 Indirect Cost Adjustment

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

**Proposed Activities and Products:**

1. Coordination with NHDOT staff to redirect unused reserve funds to accomplish planning tasks.

## 105 Subscriptions and Professional Costs

**Objective:** To provide relevant materials, subscriptions, and travel opportunities to guide and support transportation planning initiatives.

105.1 **Review of Transportation Materials and Documents:** The purpose of this task is for staff to read materials and other documents and materials related to transportation from a range of resources (e.g. USDOT, FHWA, FTA, EPA, TRB, NHDES Air Resources, NHDOT, AMPO, AASHTO, NH Climate Collaborative). This provides time for staff to read and reread CFRs and other federal guidance and to learn best practices. This task also fosters a high level of understanding about rules and regulations mandated by the state and federal governments regarding operations, transportation technology, planning emphasis areas, and other transportation materials that allow staff working in the Unified Planning Work Program to be on the forefront of transportation planning.

Anticipated Outcomes:
Knowledge of CFRs, federal and state guidance, rulemakings, newly released reports, studies, best practices research, and other transportation-related planning materials

105.2 Travel: Travel to meetings, trainings and for other purposes to carryout approved contract activities.

105.3 Postage: Mailings as needed for outreach and promotions

PURPOSE: **Begin Consolidation and Coordination of Long-Range Plan, Ten-Year Plan, and annual Transportation Improvement Plan (TIP).** The review and development of policies and plans that guide the identification and prioritization of regional transportation needs and planning initiatives. Coordination of regional efforts will be enhanced by regular ongoing collaboration with NH Department of Transportation (NHDOT) and Regional Planning Commission (RPC)/Metropolitan Planning Organization (MPO). Lakes Region communities and the public are encouraged to participate in planning and policy development.

## 201 Ten Year Plan (TYP)

**Objective:** To coordinate the Lakes Region communities and Transportation Technical Advisory Committee (TAC) on the development of locally identified regional priorities for inclusion in the Ten-Year Plan (TYP) within funding guidance provided by the NHDOT. This task includes all associated public outreach and support, legislative, and the Governor's Advisory Commission on Intermodal Transportation (GACIT) activities on issues that affect the overall Lakes Region transportation system needs.

**Proposed Activities and Products:**

1. Active review and tracking of projects from their inclusion into the NHDOT Ten-Year Transportation Plan to construction. Work with NHDOT planners and designers to track proposed projects through the system.

2. Review, track, and report on transportation related legislation that affects the development and inclusion of future projects in the TYP.

**Deliverables:**

- Coordinate TYP with Regional Transportation Plan (RTP) policies and TIP project priorities
- Organize and facilitate regional TYP project solicitation process
- Participate on committees related to TYP process
- Facilitate local and regional input in the Ten Year Plan
- Increase coordination with NHDOT on the development and feasibility of potential TYP projects
- Increase time on project scope and cost estimation to get more accurate estimates and more feasible scope for projects
- Conduct site visits and review existing conditions at proposed project locations, review designs, and attend public hearings and informational meetings

- Develop site maps for proposed Ten Year Plan projects including, transportation facilities, infrastructure, geography, etc.

- Act as information clearinghouse for TYP project information, such as advertising schedules, and other related information available, as needed

- Prepare presentation for and participate in TYP hearings sponsored by the GACIT

- Develop environmental assessment report for proposed TYP project proposals (review of drainage, wetlands, floodplains, etc.)

- Prepare legislative summary reports for distribution to Lakes Region communities

- Develop Commission endorsed recommendation of regional priorities for inclusion in state Ten Year Plan

**Applicability to FAST ACT and MAP-21 Planning Factors:** The priority project selection criteria used for this task include focus on improving safety of the transportation network and preservation of the existing transportation system.

## 202 Planning and Environmental Linkages

**Objective:** To assess opportunities for Lakes Region municipalities, partner organizations, the private sector, and relevant agencies in developing and advancing implementation strategies associated with regional concerns identified in the updated Lakes Region Transportation Plan and the Lakes Region Plan 2015-2020.

*Transportation.* Leading priorities include: 1) proactive measures to advance understanding of transportation network impacts on water quality and development of supporting strategies to minimize impacts; and 2) assessment of transportation infrastructure resiliency with a focus on culvert assessment based on existing land use and environmental characteristics.

**Proposed Activities and Products:**

1. Continuing research of underground stormwater drainage infrastructure (e.g., catch basins) for Lake Winnipesaukee communities in cooperation with municipal officials and NHDOT staff. Continue to review existing best practices for stormwater infrastructure maintenance. Transportation review of watershed plans and environmental review of TYP projects.

2. Explore opportunities to minimize unpaved roadway runoff, identified by NHDES as a focus area.

3. Coordinate with DES, NHDOT, and Communities on transportation related issues that can benefit from Aquatic Resource Mitigation (ARM) funding for culvert, streams, and bridge work projects, to enhance the likelihood that ARM funding within Lakes Region watersheds will be utilized to their fullest potential.

**Deliverables:**

- Environmental assessment report for proposed TYP project proposals (review of drainage, wetlands, floodplains, land use, etc.)
- Review and summarize best practices as related to municipal land use practices, design standards, and unpaved road maintenance
- Assist communities on preparing ARM funding applications for Transportation related projects.

**Applicability to FAST ACT and MAP-21 Planning Factors:** All activities in this task are focused on protecting and enhancing the environment, improving quality of life and consistency between transportation improvements and state and local planned growth and economic development patterns.

## 203 Transportation Planners Collaborative (TPC)

**Objective:** The TPC is a NH Department of Transportation (NHDOT) process that facilitates ongoing dialog between Regional Planning Commission (RPC) planners and NHDOT staff on contemporary transportation planning topics and promotes improved program related communications.

**Proposed Activities and Products:**

1. Participation at Transportation Planning Collaborative (TPC) meetings with NHDOT and other regional RPC staff
2. Participate in working groups as needed

## 204 Interagency Consultation

**Objective:** To provide Statewide Transportation Improvement Program (STIP) input for proposed revisions in rural areas as appropriate and in accordance with NHDOT STIP Revision Procedures.

**Proposed Activities and Products:**

1. Review and comment on proposed STIP amendments affecting the Lakes Region as appropriate
2. Participate in monthly Interagency Consultation conference calls

## 205 Transportation Improvement Program (TIP)

**Objective:** To coordinate and prepare the Lakes Region TIP using input received in the Ten-Year Plan solicitation process. Task includes the development of TIP update reports, public outreach, refinement, and facilitation of a Transportation Technical Advisory Committee (TAC) project evaluation process.

**Proposed Activities and Products:**

1. Facilitation of TAC process to evaluate and prioritize regional transportation needs
2. Assist Lakes Region communities in the development of standardized supporting documentation for potential projects
3. Ongoing coordination with NHDOT staff in determining appropriate and available funding for community identified transportation improvements
4. Analysis of regionally identified needs in relationship to historic and future program funding
5. Coordination with NHDOT engineers and communities on adjustment of scopes and schedules
6. Conduct public outreach related to the development of the regional TIP
7. Monitor status of current TIP project schedules, scope, and budgets

**Deliverables:**

- Monthly Updates to the Regional Transportation Improvement Plan as needed

**Applicability to FAST ACT and MAP-21 Planning Factors:** All activities in this task are focused on promoting efficient system management and operations.

## 206 Congestion Management Process

**Objective:** Assist communities to develop project applications that achieve Statewide CMAQ goals.

**Proposed Activities and Products:**

1. Participate in Statewide program with regional priorities
2. Continue to explore funding for Lakes Region transit, and bike-ped projects
3. Assist communities with CMAQ applications and project data collection

**Deliverables:**

- ❑ Create applications that achieve statewide CMAQ goals

## 207 Intelligent Transportation System

Not an LRPC focus area in FY22-23 UPWP.

## 208 Regional Transportation Plan

**Objective:** Review, update and prioritize regional long-range transportation plan

**Proposed Activities and Products:**

1. Update 2014 plan by reorganizing narratives and data, including environmental constraints, around transportation corridor networks, prioritize recommendations, and track performance measures as appropriate. Utilize new software and formatting, including ESRI story maps and Business Analyst
    a. Complete corridor network narratives and mapping – Quarter 2 FY22 (Dec. 30, 2021)
    b. Complete update of additional RTP sections – Quarter 3 FY22 (March 30, 2022)
    c. Complete story map of RTP – Quarter 4 FY22 (June 30, 2022)
    d. Complete public outreach and comment efforts - Quarter 1 FY23 (Sept. 30, 2022)
    e. Complete final RTP and adoption by LRPC Commissioners – Quarter 2 (Dec. 30, 2022)

2. Improve coordination with TYP and TIP processes.

3. Provide opportunities for community input

**Deliverables:**

- ❑ Updated Lakes Region Transportation Plan
- ❑ Maps including corridor maps, etc

## 209 Transportation Conformity

Not an LRPC focus area in FY22-23 UPWP.

## 210 State/Long Range Transportation Plan

**Objective**: Provide assistance to NHDOT in Statewide LRTP update

**Deliverables**:

- ❑ Provide support and information/data to NHDOT for statewide LRTP update on issues and topics relevant statewide and to the Lakes Region.

## 211 Bicycle and Pedestrian Planning

**Objective:** Coordinate regional bicycle and pedestrian planning activity with statewide efforts and coordinate on-going regional bicycling plan results into regional planning, Ten Year Plan projects, and TAP projects. This element will include an updated Geographic Information Systems (GIS) based regional bicycle infrastructure assessment to update the 2012 Lakes Region Bicycling and Walking Plan and to coordinate implementation of bicycle and sidewalk network recommendations included in the New Hampshire Statewide Pedestrian and Bicycle Plan.

**Proposed Activities and Products:**

1. Update the 2012 Bicycling and Pedestrian Plan for the Lakes Region

2. Review statewide bicycle advocacy committee minutes and attend meetings as appropriate

3. Implement recommendations from Statewide Pedestrian and Bicycle plan including the creation of desired bike lanes through restriping in Lakes Region communities.

4. Coordinate local and regional bicycle and pedestrian traffic counts as defined in section 501 of this agreement with statewide efforts as appropriate

5. Coordinate local and regional bicycle and pedestrian planning efforts with applications for TYP and TAP projects for future funding.

6. Make annual updates to the 2021 NH Statewide Pedestrian and Bicycle desired network GIS maps for Lakes Region communities.

7. Assist NHDOT on any updates to the NH Statewide Pedestrian and Bicycle Plan

**Deliverables:**

- A summary report outlining GIS identified and prioritized recommendations for improved bicycling suitability and regional connectivity improvements.
- Draft updated Lakes Region Bicycling and Walking Plan.
- Annual GIS maps identifying desired and existing Bike and Sidewalk networks to be used in project applications for TYP, TAP and other funding sources.
- Coordinate with NHDOT and the local municipality on the creation of at least one desired bike lanes through restriping.

## 212 Freight Planning

**Objective:** Integration of freight planning recommendations and information from the State Freight Plan into regional transportation planning activities.

**Proposed Activities and Products:**

1. Mapping of high traffic freight travel areas and dissemination of information to local communities through infographics and other outreach communications

2. Explore the feasibility of a NH 106 Corridor Study including freight travel and 2 industrial parks by working with the City of Laconia.

3. Analyze how to move freight through downtown Laconia, as identified in the State Freight Plan as a bottleneck location.

**Deliverables:**

- Explore the opportunity of a possible TYP application for NH 106 Corridor Study and develop a possible scope and budget for a Corridor Study
- Updated high traffic freight travel maps

## Public Involvement and Coordination — Category 300

PURPOSE: To maintain an ongoing effort to inform and educate the public, municipal officials, Transportation Technical Advisory Committee (TAC) representatives, TAC member agencies and organizations and Lakes Region Commissioners about transportation plans and projects. Timely information regarding regional, state, and federal policy developments and transportation issues will be shared with the public through various media sources.

### 301 Transportation Technical Advisory Committee (TAC)

**Objective:** The continued active participation of the Lakes Region Transportation Technical Advisory Committee (TAC) in the advising of projects, review of transportation goals and objectives, development of policy recommendations, and technical guidance for the Lakes Region. Enhance region's scenic byways through continuation of scenic byway corridor management plan and steering committee.

**Proposed Activities and Products:**

1. Coordination of regular Lakes Region TAC meeting agenda with Lakes Region Planning Commission (LRPC) staff and TAC leadership. Attendance at all TAC meetings – at least six meetings will be conducted annually.

2. Staff administrative support for all aspects of TAC meetings including notices, mailings, coordinating meeting locations, and fulfilling the role of Committee Secretary as outlined in the LRPC TAC Standing Rules and Procedures.

3. Link to environmental review of Ten-Year Plan project proposals, culverts, drainage, stream crossing, and environmental review of water quality management.

4. Annual maintenance of membership and rules of procedure for transportation committees

5. Increase individual communication with community representatives on local transportation issues and potential future Ten Year Plan projects.

6. Coordination with statewide organizations for TAC discussion of statewide/regional transportation issues, including future of rail, regional air travel and other alternative transportation modes; links between communications infrastructure (cell towers) and transportation throughout the region.

7. Coordination with other TACs in New Hampshire, attend other TAC meetings to promote information sharing.

8. Administrative staffing to maintain active voting TAC membership with timely municipal notification of upcoming member term expirations.

9. Maintain Scenic Byway subcommittee

**Deliverables:**

- Documented meetings and public outreach including press releases, meeting agendas, meeting minutes (posted within 30 days), educational materials, and other supporting documents such as handouts, PowerPoint presentations, published articles, etc.
- Historic TAC membership tracking records and documented correspondence regarding municipal appointments.

## 302 Planning Commission/Committee Meetings

**Objective:** To inform the Lakes Region Planning Commission (LRPC) and Executive Board, and other LRPC committees about projects and goals for needed transportation improvements in the Lakes Region, transportation related legislative developments, and regional, state, and federal transportation policies.

**Proposed Activities and Products:**

1. Staff participation in commission and committee meetings for the purpose of conducting transportation planning business. Bring recommendations of the Transportation Technical Advisory Committee (TAC) to the Commission for adoption. Combined staff will participate in not less than six commission/committee meetings annually where transportation is a topic of discussion.

**Deliverables:**

- Documentation of meetings attended, and transportation information presented.

## 303 Public Involvement Plan

**Objective:** Maintain and improve Public Involvement Plan as needed

**Proposed Activities and Products:**

1. Review and update plan as needed including implementing recommendation to add Title VI Plan

**Deliverables:**

- Continue to update Public Involvement Plan.

## 304 Public Outreach

**Objective:** Maintain an exchange of information on transportation-related topics between the planning commission and the public in accordance with the *Transportation Improvements – Public Involvement Process* which outlines LRPC's public participation strategies.

**Proposed Activities and Products:**

1. Provide up-to-date information about LRPC and state transportation planning initiatives including corridor studies, topical research, TAC proceedings and minutes, transportation discussions presented at commission meetings, etc.

**Deliverables:**

- Development and posting of transportation-related content on the LRPC Transportation Events web page, press releases, etc. Information to include, but not necessarily be limited to, meeting agenda, draft and final transportation plans, project information, and correspondence with municipal officials.
- Update LRPC Transportation web page with enhanced user features.
- Organize and publish historic Transportation reports and maps on the website
- Produce Regional Transportation Newsletter at least 6 times per year.
- Complete an update to LRPC's Public Involvement Plan to include policy on virtual meetings and ways to publicize meetings, proposals, reports, plans, newsletters, and other documents so that underserved communities have a meaningful opportunity for input.
- Educational program overview materials for SADES, traffic counting, upcoming funding rounds, and other services.
- Status report of culvert inventories around the Lakes Region to identify communities interested in culvert, catch basin inventories, and stream crossing assessments

## 305 Policy Committees

Specific to MPO Policy Committee Efforts

## Plan Support — Category 400

PURPOSE: The collection, development, maintenance, analysis, and distribution of data and mapping information that support state and regional planning efforts. Associated data includes traffic counts and movements, land use and transportation mapping, and demographics. Equipment and software needed for data collection and analysis will be maintained in good working condition. The utilization of data collected to respond to requests for traffic counts by member communities.

### 401 Traffic Counts

**Objective:** To collect, update, store, and retrieve data on traffic counts and intersection turning movements for use in project development and other Unified Planning Work Program (UPWP) tasks.

**Proposed Activities and Products:**

1. Collect traffic volume data for at least 150 locations annually throughout the region, as requested by the NH Department of Transportation (NHDOT).

2. Collect intersection-turning data at up to five intersections annually as requested by the NHDOT.

**Deliverables:**

- Field checked and approved traffic counts submitted to NHDOT on a regular basis throughout the traffic counting seasons.

- Data provided in electronic format and detailed reports on vehicle movements for each of ten locations as needed.

- Summary traffic reports processed to include average annual daily traffic provided to Lakes Region municipalities.

- Accurate results based on established training program.

### 402 RSMS/SADES

**Objective:** Improve programming for road system improvement at the local and state level.

**Proposed Activities and Products**

1. Inventory, analyze, and model road system conditions at the local level

2. Develop strategy for 4-year mark condition updates

3. Road Surface Management Systems (complete RSMS inventory and assessment for at least one community annually).

4. Statewide Asset Data Exchange System (SADES) infrastructure elements with established NHDOT data collection standards and defined attributes (pilot culvert data collection in at least one community annually).

5. Communication with the community through pre-contract work.

**Deliverables:**

- Inventory and analysis reports that can be used by local DPW directors and CIP budget committees in road system improvement programming.

## 403 Geographic Information Systems

**Objective:** Development and maintenance of transportation geospatial data and related data for use in transportation planning efforts. Maps developed will be displayed in a convenient manner for use by Lakes Region municipalities. Accurate and up to date land use and zoning maps invaluable to transportation planning. Maps are used to identify and predict transportation demand, safety issues, planning and environmental linkages, orientation and destination, and other planning factors (Regional Planner and Assistant Planner oversee the GIS program and receive assistance from Interns.)

**Proposed Activities and Products:**

1. Continue to acquire, update, and analyze digital land use coverage for Lakes Region communities, primarily using aerial photography, digital orthophoto quads and satellite imagery for use in transportation planning and planning processes focused on integrating land use and transportation.

2. Update zoning information for selected communities for use in transportation and land use analysis.

3. Continue to coordinate with NHDOT to share mapping information on state transportation layers used in regional and local projects.

4. Incorporate ESRI ArcGIS Online, Business Analyst, New Hampshire Geoportal HUB, and Story Maps into the Regional Transportation Plan and any other applicable transportation plans.

5. Administer GIS access, products, and data

6. Regular Mapping Projects and annual updates to specific map sets (historical road construction maps)

**Deliverables:**

- Updated transportation, zoning, related land use, and road inventory information for selected communities within budgetary constraints.
- At least one set of transportation maps that utilize ArcGIS Online, one transportation report utilizing Business Analyst for analysis and one report utilizing Story Maps for presentation

**Applicability to FAST and MAP-21 Planning Factors:** Activities in this task are focused on enhancing the integration and connectivity of the transportation system across modes, improving quality of life, and promoting consistency between transportation improvements and state/local planned growth and economic development patterns.

## 404 Demographics

**Objective:** Continue to act as the region's primary transportation data and knowledge center. Collect, organize, and maintain pertinent data and information, including 2020 US Census data, related to the Lakes Region.

**Proposed Activities and Products:**

1. Further explore Mosaic, Census on the Map, American Community Survey, commuter, and other transportation and land use related data sources.
2. Provide demographic information to support Regional Transportation Plan and TYP projects.

**Deliverables:**

- Information gathered and compiled for transportation planning.
- Data posted on website for public use.

## 405 Equipment

**Objective:** Obtain and/or maintain equipment and transportation resources through a competitive bidding process as necessary. Geographic Information Systems (GIS) hardware and software, manuals, and computer workstations. Ensure all are and remain in good functional condition to fulfill all tasks in this agreement. To create a Cost-Share Program with the Lakes Region Communities to hire an On Call Engineer to assist in any applicable transportation related projects.

**Proposed Activities and Products:**

1. Operation and maintenance of the traffic counting vehicle
2. Purchase and/or repair of traffic counting equipment and supplies
3. Maintenance of computer hardware and software used for transportation planning, including ArcGIS software maintenance and Community Viz software updates.
4. Purchase of transportation planning resources such as books and manuals
5. Maintain or upgrade computers used for transportation planning as needed
6. Maintain plotter/scanner and service agreement
7. Purchase two new iPads for data collection (NH SADES data collection)
8. Explore possible uses of new technology equipment to gather transportation information
9. To hire an On Call Engineer to assist Lakes Region municipalities with applicable transportation-related project proposals such as TYP, CMAQ, TAP, or other differently funded transportation projects **(Budget: $22,222):**
    a. Coordinate with NHDOT to create QBS and contract with Engineering Firm.
    b. Coordinate with Engineering Firm on TYP and other Transportation-related projects for scoping and budgeting.

**Deliverables:**

- Effective and efficient achievement of programmed tasks.
- Scanned and electronically archived transportation maps.
- Completed advertised QBS process
- Pre-engineered plans for TYP and other Transportation projects

## 406 Transportation Model

Not a LRPC focus area in FY22-23.

## 407 Performance Based Planning

Not a LRPC focus area in FY22-23.

## Technical Assistance and Support — Category 500

PURPOSE: The coordination and delivery of state, regional, and local transportation planning assistance, and technical support. This task includes the timely delivery of project development and implementation assistance, preparation of special transportation studies, local technical assistance, and grant preparation assistance. Focus areas consistent with state and federal initiatives include livability, transportation choice, and climate change.

### 501 Local & Regional Assistance

**Objective:** Provide periodic transportation guidance and technical assistance to Lakes Region municipalities and regional and local organizations. Included are attendance at meetings where transportation mobility is a focus as well as scoping special projects related to mobility.

**Proposed Activities and Products:**

1. Local Technical Assistance Cost-Sharing Program based on a percentage of local match for services rendered. Consideration will be given to a community's ability to provide a match as appropriate. Assistance provided depending on staff availability and local interest, services may include any of the following content areas and minimum level of effort:

    a. Special traffic counts including bicycle and pedestrian counts, vehicle traffic counts, and turning movement counts (complete at least two special traffic counts

    b. Transportation Chapters for local Master Plans (complete at least one Transportation Master Plan Chapter).

2. Assist New Hampton in development of access management MOU focusing on NH 104.

3. Assist towns on alternative funding services: DES, NBRC, etc.

4. Prepare Air Quality assessment for proposed projects

**Deliverables:**

- Scopes of service for each requested activity
- Summary report of services provided
- Identify alternative funding services for multiple transportation projects
- New Hampton Access Management MOU

- At least one alternative transportation funding application
- Documentation of all assistance provided.
- Documentation of local and regional meetings attended.
- Air Quality Assessment for project proposals from the region's communities

**Applicability to FAST ACT and MAP-21 Planning Factors:** Supporting the economic vitality of the region, preservation of the existing transportation network, increasing accessibility and mobility and promoting efficient system management and operations.

## 502 Statewide Assistance

**Objective:** Active involvement in state transportation committees, initiatives, programs, and support requests that affect the state of New Hampshire.

**Proposed Activities and Products:**

1. TAP funding rounds and technical assistance.
2. Continued participation on programming Decision Committee (PDC) for Federal Land Access Program.
3. Assist NHDOT with implementation of the Highway Safety Improvement Program (HSIP) through local project identification and evaluation. Participation on committees and at meetings of state significance such as regular planning commission executive director meetings with NHDOT, the NH Rail Transit Authority, NH Transit Association, Congestion Mitigation and Air Quality (CMAQ), etc.
4. Coordinate with NHDOT where regional data can inform in state planning initiatives such as the state freight plan, state bicycle and pedestrian plan update, and in the area of asset management.
5. Assistance to local communities with RSA applications or coordinate informal review of specific highway safety issues
6. Support for statewide plans including, Bike-ped plan and Long-Range Transportation Plan

**Deliverables:**

- Documentation of meetings attended, and information shared.
- Completed Road Safety Audit applications
- Completed TAP applications

**Applicability to FAST and MAP-21 Planning Factors:** Supporting the economic vitality of the region, preservation of the existing transportation network, increasing accessibility and mobility and promoting efficient system management and operations.

## 503 Local Public Agency (LPA) Program Support

**Objective:** Assist with the development and management of projects, which conform to FHWA federal-aid regulations, policies, and guidance.

**Proposed Activities and Products:**

1. Work with the NH Maintenance Districts 2 and 3, Transportation Technical Advisory Committee, local officials, and the public in the identification and budgeting of Transportation Alternatives activities.

**Deliverables:**

- Transportation Alternatives project solicitation process, application evaluation, and written summary as appropriate.

**Applicability to FAST and MAP-21 Planning Factors:** Increasing accessibility and mobility and promoting efficient system management and operations and enhancing the integration and connectivity of the transportation network across modes.

## 504 Special Projects

**Objective:** Comprehensive transportation planning at the local, sub-regional, and region level. Special projects consist of in-depth transportation study with or without the assistance of contracted consultants.

**Proposed Activities and Products:**

1. If any project emerges in the future, LRPC staff will coordinate and seek approval from NHDOT staff prior to any action taken.

## 505 Regional Coordinating Councils (RCC)

**Objective:** Promote coordinated transit planning within the coordination council regions established in NH and statewide. Provide staff administrative support assistance as needed for the ongoing operations and meetings of the RCCs.

**Proposed Activities and Products:**

1. Continue to provide representation for Lakes Region communities in the Coos/Grafton, Carroll, and Midstate RCC regions 1, 2, and 3.
2. Attend State Coordination Council meetings, as appropriate, to support RCC development and implementation.
3. Provide research, facilitation, and work plan implementation assistance as appropriate.

**Deliverables:**

- Annual summary report for each of three RCCs serving the Lakes Region.

**Applicability to FAST and MAP-21 Planning Factors:** Supporting the economic vitality, promoting energy conservation and integration and connectivity of the transportation system across modes.

## 506 Transit Assistance

**Objective:** To further transit goals and objectives outlined in the Lakes Region Transportation Plan and technical assistance to local transit agencies and other public and private transportation operators beyond the assistance provided to the Regional Coordination Councils.

**Proposed Activities and Products:**

1. Provide technical assistance to transit agencies, within funding constraints.

**Deliverables:**

- Participation and technical assistance as needed.

## 507 TDM

Not currently a LRPC focus area.

# Lakes Region Planning Commission
## Unified Plan and Work Program
FY22-23 Cumulative Budget

| Category | HOURS FY 2022 | HOURS FY 2023 | HOURS TOTAL | FY22 DIRECT LABOR | FY22 INDIRECT COST | FY22 TOTAL | FY23 DIRECT LABOR | FY23 INDIRECT COST | FY23 TOTAL | Overall Budget | LRPC Match | 90% Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 100 – Administration and Training | 742 | 608 | 1,350 | $ 34,977 | $ 44,542 | $ 79,519 | $ 23,768 | $ 41,294 | $ 65,061 | $ 144,580 | $ 14,458 | $ 130,122 |
| 200 - Policy and Planning | 1,465 | 1,139 | 2,604 | 37,627 | 56,753 | $ 94,380 | $ 30,786 | $ 46,434 | $ 77,220 | $ 171,600 | $ 17,160 | $ 154,440 |
| 300 - Public Involvement and Coordination | 578 | 443 | 1,021 | 15,433 | 23,277 | $ 38,709 | $ 12,625 | $ 19,042 | $ 31,667 | $ 70,376 | $ 7,038 | $ 63,338 |
| 400 - Plan Support | 770 | 590 | 1,360 | 18,597 | 54,860 | $ 73,457 | $ 13,274 | $ 46,832 | $ 60,105 | $ 133,562 | $ 13,356 | $ 120,206 |
| 500 - Technical Assistance and Support | 175 | 165 | 340 | 4,308 | 6,498 | $ 10,807 | $ 4,245 | $ 6,402 | $ 10,647 | $ 21,454 | $ 2,145 | $ 19,309 |
| Grand Totals: | 3,730 | 2,945 | 6,675 | $110,942 | $185,931 | $296,873 | $84,696 | $160,003 | $244,700 | $541,572 | $ 54,157 | $ 487,415 |

Equipment List by category with cost included in above category totals

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 105.1 | Books and Manuals | | | | | | $50 | | | $50 | $ 100 | $ 10 | $ 90 |
| 105.2 | Travel | | | | | | $2,500 | | | $2,500 | $ 5,000 | $ 500 | $ 4,500 |
| 105.3 | Postage | | | | | | $40 | | | $40 | $ 80 | $ 8 | $ 72 |
| 105.4 | Publication | | | | | | $125 | | | $125 | $ 250 | $ 25 | $ 225 |
| 105.5 | Other | | | | | | $2,500 | | | $2,500 | $ 5,000 | $ 500 | $ 4,500 |
| 105.6 | Materials | | | | | | $230 | | | $230 | $ 460 | $ 46 | $ 414 |
| | | | | | | | | | | | $ 10,890 | | $ 9,801 |
| 405.1 | O&M of Traffic Counter Vehicle | | | | | | $3,250 | | | $3,250 | $ 6,500 | $ 650 | $ 5,850 |
| 405.2 | Purchase and/or Repair Traffic Counting Equip | | | | | | $4,125 | | | $4,125 | $ 8,250 | $ 825 | $ 7,425 |
| 405.3 | Software and GIS License Agreement | | | | | | $6,825 | | | $6,825 | $ 13,650 | $ 1,365 | $ 12,285 |
| 405.4 | Purchase Transportation Planning Resources | | | | | | | | | | $ - | $ - | $ - |
| 405.5 | Maintain or Upgrade Computers | | | | | | $1,200 | | | $1,200 | $ 2,400 | $ 240 | $ 2,160 |
| 405.6 | Plotter/Scanner and Service Agreement | | | | | | $300 | | | $300 | $ 600 | $ 60 | $ 540 |
| 405.7 | On-Call Engineer | | | | | | $11,111 | | | $11,111 | $ 22,222 | $ 2,222 | $ 20,000 |
| | | | | | | | | | | | $ 53,622 | | $ 48,260 |
| | | | | | | | | | | | $ 64,512 | | $ 58,061 |

Proposed ICR: 1.5083

| | 100 · Administration | FY 2022 Staff Hours | FY 2023 Staff Hours | Total Staff Hours | FY 2022 Direct Labor Cost | FY 2023 Direct Labor Cost | Total Direct Labor Cost |
|---|---|---|---|---|---|---|---|
| 101 | Invoices and Accounting | | | | | | $ 7,694.00 |
| | 101.1 · Bookkeeping | 35 | 35 | 70 | | | $ 2,751.05 |
| | Executive Director | 20 | 20 | 40 | $ 969.00 | $ 998.00 | $ 1,967.00 |
| | Finance Administrator | 15 | 15 | 30 | $ 386.25 | $ 397.80 | $ 784.05 |
| | 101.2 · Monthly Billing | 64 | 64 | 128 | | | $ 4,451.20 |
| | Executive Director | 24 | 24 | 48 | $ 1,162.80 | $ 1,197.60 | $ 2,360.40 |
| | Finance Administrator | 40 | 40 | 80 | $ 1,030.00 | $ 1,060.80 | $ 2,090.80 |
| | 101.3 · Auditor Report | 5 | 5 | 10 | | | $ 491.75 |
| | Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| 102 | Program Administration | | | | | | $ 41,267.58 |
| | 102.1 · UPWP Development and Management | 20 | 20 | 40 | | | $ 1,633.90 |
| | Executive Director | 10 | 10 | 20 | $ 484.50 | $ 499.00 | $ 983.50 |
| | Principal Planner | 10 | 10 | 20 | $ 320.40 | $ 330.00 | $ 650.40 |
| | 102.2 · Annual Performance Report | 55 | 55 | 110 | | | $ 2,676.85 |
| | Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| | Principal Planner | 10 | 10 | 20 | $ 320.40 | $ 330.00 | $ 650.40 |
| | Regional Planner I GIS | 5 | 5 | 10 | $ 119.75 | $ 123.35 | $ 243.10 |
| | Assistant Planner | 30 | 30 | 60 | $ 556.20 | $ 573.00 | $ 1,129.20 |
| | Intern | 5 | 5 | 10 | $ 80.00 | $ 82.40 | $ 162.40 |
| | 102.3 · Status Conference | 10 | 10 | 20 | | | $ 816.95 |
| | Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| | Principal Planner | 5 | 5 | 10 | $ 160.20 | $ 165.00 | $ 325.20 |
| | 102.4 · Monthly Status Reports | 110 | 110 | 220 | | | $ 6,634.60 |
| | Executive Director | 20 | 20 | 40 | $ 969.00 | $ 998.00 | $ 1,967.00 |
| | Principal Planner | 10 | 10 | 20 | $ 320.40 | $ 330.00 | $ 650.40 |
| | Regional Planner I GIS | 25 | 25 | 50 | $ 598.75 | $ 616.75 | $ 1,215.50 |
| | Finance Administrator | 50 | 50 | 100 | $ 1,287.50 | $ 1,326.00 | $ 2,613.50 |
| | Administrative Assistant | 5 | 5 | 10 | $ 92.70 | $ 95.50 | $ 188.20 |
| | 102.5 · Staff Administration | 367.6 | 234.37 | 601.97 | | | $ 29,505.28 |
| | Executive Director | 367.6 | 234.37 | 601.97 | $ 17,810.22 | $ 11,695.06 | $ 29,505.28 |
| 103 | Training | | | | | | $ 3,323.10 |
| | 103.1 · Training | 60 | 60 | 120 | | | $ 3,323.10 |
| | Executive Director | 10 | 10 | 20 | $ 484.50 | $ 499.00 | $ 983.50 |
| | Principal Planner | 10 | 10 | 20 | $ 320.40 | $ 330.00 | $ 650.40 |
| | Regional Planner I GIS | 10 | 10 | 20 | $ 239.50 | $ 246.70 | $ 486.20 |
| | Transportation Technician I | 10 | 10 | 20 | $ 160.00 | $ 164.80 | $ 324.80 |
| | Transportation Technician II | 10 | 10 | 20 | $ 175.10 | $ 180.40 | $ 355.50 |
| | Finance Administrator | 10 | 10 | 20 | $ 257.50 | $ 265.20 | $ 522.70 |
| 104 | Indirect Cost Adjustment | | | | | | $ 1,014.45 |
| | 104.1 · Indirect Cost Adjustment | 15 | 15 | 30 | | | $ 1,014.45 |
| | Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| | Finance Administrator | 10 | 10 | 20 | $ 257.50 | $ 265.20 | $ 522.70 |
| 105 | Memberships, Subscriptions & Professional Costs | | | | | | $ - |
| | 105.1 · Books and Manuals | See Below - Direct Expenses | | | | | $ - |
| | 105.2 · Travel | | | | | | $ - |
| | 105.3 · Postage | | | | | | $ - |
| | 105.4 · Publication | | | | | | $ - |
| | 105.5 · Other | | | | | | $ - |
| | 105.6 · Material | | | | | | $ - |
| | Totals | 742 | 608 | 1,350 | $ 29,531.57 | $ 23,767.56 | $ 53,299.13 |
| | Grand Total with Indirect | 742 | 608 | 1,350 | $ 74,074.04 | $ 59,616.17 | $ 133,690.21 |

| | Proposed |
|---|---|
| 105.1 · Books and Manuals | $ 100 |
| 105.2 · Travel | $ 5,000 |
| 105.3 · Postage | $ 80 |
| 105.4 · Publication | $ 250 |
| 105.5 · Other | $ 5,000 |
| 105.6 · Material | $ 460 |
| Total | $ 10,890 |

| 200 · Policy and Planning | FY 2022 Staff Hours | FY 2023 Staff Hours | Total Staff Hours | FY 2022 Direct Labor Cost | FY 2023 Direct Labor Cost | Total Direct Labor Cost |
|---|---|---|---|---|---|---|
| 201 Ten Year Plan (TYP) | | | | | | $ 29,380.12 |
| 201.1 · Project Review and Scoping | 175 | 102 | 277 | | | $ 7,737.60 |
| Executive Director | 10 | 10 | 20 | $ 484.50 | $ 499.00 | $ 983.50 |
| Principal Planner | 90 | 52 | 142 | $ 2,883.60 | $ 1,716.00 | $ 4,599.60 |
| Assistant Planner | 75 | 40 | 115 | $ 1,390.50 | $ 764.00 | $ 2,154.50 |
| 201.2 · Environmental Review | 85 | 25 | 110 | | | $ 2,968.45 |
| Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| Principal Planner | 35 | 10 | 45 | $ 1,121.40 | $ 330.00 | $ 1,451.40 |
| Assistant Planner | 45 | 10 | 55 | $ 834.30 | $ 191.00 | $ 1,025.30 |
| 201.3 · Information Dissemination | 370 | 225.24 | 595 | | | $ 14,873.80 |
| Executive Director | 2 | 2 | 4 | $ 96.90 | $ 99.80 | $ 196.70 |
| Principal Planner | 163 | 100 | 263 | $ 5,222.52 | $ 3,300.00 | $ 8,522.52 |
| Assistant Planner | 200 | 118.24 | 318 | $ 3,708.00 | $ 2,258.38 | $ 5,966.38 |
| Administrative Assistant | 5 | 5 | 10 | $ 92.70 | $ 95.50 | $ 188.20 |
| 201.4 · Meetings and Public Hearings | 41 | 41 | 82 | | | $ 2,983.32 |
| Executive Director | 10 | 10 | 20 | $ 484.50 | $ 499.00 | $ 983.50 |
| Principal Planner | 30 | 30 | 60 | $ 961.20 | $ 990.00 | $ 1,951.20 |
| Regional Planner \| GIS | 1 | 1 | 2 | $ 23.95 | $ 24.67 | $ 48.62 |
| 201.5 · Transportation Legislation Tracking | 10 | 10 | 20 | | | $ 816.95 |
| Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| Principal Planner | 5 | 5 | 10 | $ 160.20 | $ 165.00 | $ 325.20 |
| 202 Land Use and Environmental Linkages | | | | | | $ 2,820.43 |
| 202.1 · Stormwater GIS Shapefile | 53 | 23 | 76 | | | $ 1,421.92 |
| Executive Director | 0 | 0 | - | $ - | $ - | $ - |
| Principal Planner | 0 | 0 | - | $ - | $ - | $ - |
| Assistant Planner | 53 | 23 | 76 | $ 982.62 | $ 439.30 | $ 1,421.92 |
| 202.3 · Unpaved Roadway Run-off | 40.95 | 23 | 64 | | | $ 1,198.51 |
| Executive Director | 0 | 0 | - | $ - | $ - | $ - |
| Principal Planner | 0 | 0 | - | $ - | $ - | $ - |
| Assistant Planner | 40.95 | 23 | 64 | $ 759.21 | $ 439.30 | $ 1,198.51 |
| 203 Transportation Planning Collaborative (TPC) | | | | | | $ 1,951.20 |
| 203.1 · TPC Participation | 30 | 30 | 60 | | | $ 1,951.20 |
| Principal Planner | 30 | 30 | 60 | $ 961.20 | $ 990.00 | $ 1,951.20 |
| 204 Interagency Consultation | | | | | | $ 2,609.60 |
| 204.1 · Interagency Consultation | 35 | 35 | 70 | | | $ 2,609.60 |
| Executive Director | 10 | 10 | 20 | $ 484.50 | $ 499.00 | $ 983.50 |
| Principal Planner | 25 | 25 | 50 | $ 801.00 | $ 825.00 | $ 1,626.00 |
| 205 Transportation Improvement Program (TIP) | | | | | | $ 701.60 |
| 205.1 · TIP Update | 15 | 15 | 30 | | | $ 701.60 |
| Principal Planner | 5 | 5 | 10 | $ 160.20 | $ 165.00 | $ 325.20 |
| Assistant Planner | 10 | 10 | 20 | $ 185.40 | $ 191.00 | $ 376.40 |
| 206 Congestion Management Process | | | | | | $ 1,056.35 |
| 206.1 · Congestion Management Process | 15 | 15 | 30 | | | $ 1,056.35 |
| Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| Assistant Planner | 15 | 15 | 30 | $ 278.10 | $ 286.50 | $ 564.60 |
| 207 Intelligent Transportation Systems | | | | | | |
| 208 Regional Transportation Plan | | | | | | $ 21,118.70 |
| 208.1 · Regional Transportation Plan | 435 | 435 | 870 | | | $ 21,118.70 |
| Executive Director | 10 | 10 | 20 | $ 484.50 | $ 499.00 | $ 983.50 |
| Principal Planner | 135 | 135 | 270 | $ 4,325.40 | $ 4,455.00 | $ 8,780.40 |
| Regional Planner \| GIS | 40 | 40 | 80 | $ 958.00 | $ 986.80 | $ 1,944.80 |
| Assistant Planner | 250 | 250 | 500 | $ 4,635.00 | $ 4,775.00 | $ 9,410.00 |
| 209 Transportation Conformity | | | | | | |
| 210 Metropolitan/Long Range Transportation Plan | | | | | | $ 983.50 |
| 210.1 · State LRTP | 10 | 10 | 20 | | | $ 983.50 |
| Executive Director | 10 | 10 | 20 | $ 484.50 | $ 499.00 | $ 983.50 |
| 211 Bicycle and Pedestrian Planning | | | | | | $ 7,016.00 |
| 211.2 · Bicycle and Pedestrian Planning | 150 | 150 | 300 | | | $ 7,016.00 |
| Principal Planner | 50 | 50 | 100 | $ 1,602.00 | $ 1,650.00 | $ 3,252.00 |
| Assistant Planner | 100 | 100 | 200 | $ 1,854.00 | $ 1,910.00 | $ 3,764.00 |
| 212 Freight Planning | | | | | | $ 975.60 |
| 212.1 Freight Planning | 15 | 15 | - | | | $ 975.60 |
| Principal Planner | 15 | 15 | | $ 480.60 | $ 495.00 | $ 975.60 |
| Totals | 1,465 | 1,139 | 2,604 | $ 37,627.25 | $ 30,785.75 | $ 68,413.01 |
| Grand Total with Indirect | 1,465 | 1,139 | 2,604 | $ 94,380.44 | $ 77,219.91 | $ 171,600.35 |

| 300 · Public Involvement and Coordination | | FY 2022 Staff Hours | FY 2023 Staff Hours | Total Staff Hours | FY 2022 Direct Labor Cost | FY 2023 Direct Labor Cost | Total Direct Labor Cost |
|---|---|---|---|---|---|---|---|
| 301 | Transportation Advisory Committee (TAC) | | | | | | $ 20,893.85 |
| | 301.1 · TAC Support and Participation | 378.15 | 243.34 | 621 | | | $ 16,689.28 |
| | Executive Director | 15 | 15 | 30 | $ 726.75 | $ 748.50 | $ 1,475.25 |
| | Principal Planner | 175.9 | 125.56 | 301 | $ 5,635.84 | $ 4,143.48 | $ 9,779.32 |
| | Assistant Planner | 167.25 | 82.78 | 250 | $ 3,100.82 | $ 1,581.10 | $ 4,681.91 |
| | Administrative Assistant | 20 | 20 | 40 | $ 370.80 | $ 382.00 | $ 752.80 |
| | 301.2 · Membership Tracking and Updates | 84.78 | 84.95 | 170 | | | $ 3,679.37 |
| | Principal Planner | 25 | 25 | 50 | $ 801.00 | $ 825.00 | $ 1,626.00 |
| | Assistant Planner | 55 | 55 | 110 | $ 1,019.70 | $ 1,050.50 | $ 2,070.20 |
| | Administrative Assistant | 4.78 | 4.95 | 10 | $ 88.62 | $ 94.55 | $ 183.17 |
| | 301.3 · Field Reviews | 5 | 5 | 10 | | | $ 325.20 |
| | Principal Planner | 5 | 5 | 10 | $ 160.20 | $ 165.00 | $ 325.20 |
| 302 | Planning Commission/Committee Meetings | | | | | | $ 3,273.77 |
| | 302.1 · Communication and Outreach | 50.25 | 50.25 | 101 | | | $ 3,273.77 |
| | Executive Director | 16 | 16 | 32 | $ 775.20 | $ 798.40 | $ 1,573.60 |
| | Principal Planner | 15 | 15 | 30 | $ 480.60 | $ 495.00 | $ 975.60 |
| | Assistant Planner | 15 | 15 | 30 | $ 278.10 | $ 286.50 | $ 564.60 |
| | Administrative Assistant | 4.25 | 4.25 | 9 | $ 78.80 | $ 81.18 | $ 159.97 |
| 303 | Public Involvement Plan | | | | | | $ 650.40 |
| | 303.1 · Public Involvement Plan | 10 | 10 | 20 | | | $ 650.40 |
| | Principal Planner | 10 | 10 | 20 | $ 320.40 | $ 330.00 | $ 650.40 |
| 304 | Public Outreach | | | | | | $ 3,239.30 |
| | 304.1 · Communication and Outreach | 49.75 | 49.75 | 100 | | | $ 3,239.30 |
| | Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| | Principal Planner | 38 | 38 | 76 | $ 1,217.52 | $ 1,254.00 | $ 2,471.52 |
| | Regional Planner \| GIS | 2 | 2 | 4 | $ 47.90 | $ 49.34 | $ 97.24 |
| | Administrative Assistant | 4.75 | 4.75 | 10 | $ 88.07 | $ 90.73 | $ 178.79 |
| 305 | Policy Committees | | | | | | |
| | Totals | 578 | 443 | 1,021 | $ 15,432.55 | $ 12,624.76 | $ 28,057.32 |
| | Grand Total with Indirect | 578 | 443 | 1,021 | $ 38,709.47 | $ 31,666.69 | $ 70,376.16 |

| 400 · Plan Support | FY 2022 Staff Hours | FY 2023 Staff Hours | Total Staff Hours | FY 2022 Direct Labor Cost | FY 2023 Direct Labor Cost | Total Direct Labor Cost |
|---|---|---|---|---|---|---|
| 401 Traffic Counts | | | | | | $ 13,841.15 |
| 401.1 · Traffic Volume Data Collection | 350 | 270 | 620 | | | $ 11,890.80 |
| Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| Regional Planner I GIS | 120 | 40 | 160 | $ 2,874.00 | $ 986.80 | $ 3,860.80 |
| Transportation Technician I | 150 | 150 | 300 | $ 2,400.00 | $ 2,472.00 | $ 4,872.00 |
| Transportation Technician II | 75 | 75 | 150 | $ 1,313.25 | $ 1,353.00 | $ 2,666.25 |
| 401.2 · Recruitment, Training, Organizational Meetings | 30 | 30 | 60 | | | $ 1,707.25 |
| Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| Regional Planner I GIS | 25 | 25 | 50 | $ 598.75 | $ 616.75 | $ 1,215.50 |
| 401.3 · Revised Traffic Counting Manual | 5 | 5 | 10 | | | $ 243.10 |
| Regional Planner I GIS | 5 | 5 | 10 | $ 119.75 | $ 123.35 | $ 243.10 |
| 402 State Road Surface Management System | | | | | | $ 5,510.50 |
| 402.1 · State Road Surface Management System | 150 | 100 | 250 | | | $ 5,510.50 |
| Regional Planner I GIS | 100 | 50 | 150 | $ 2,395.00 | $ 1,233.50 | $ 3,628.50 |
| Assistant Planner | 50 | 50 | 100 | $ 927.00 | $ 955.00 | $ 1,882.00 |
| 403 Geographical Information Systems | | | | | | $ 9,794.29 |
| 403.1 · Geographical Information Systems | 175 | 125 | 300 | | | $ 9,794.29 |
| Regional Planner I GIS | 121 | 51.25 | 172 | $ 2,897.95 | $ 1,264.34 | $ 4,162.29 |
| Assistant Planner | 175 | 125 | 300 | $ 3,244.50 | $ 2,387.50 | $ 5,632.00 |
| 404 Demographics | | | | | | $ 2,156.00 |
| 404.1 · Data Management | 50 | 50 | 100 | | | $ 2,156.00 |
| Principal Planner | 10 | 10 | 20 | $ 320.40 | $ 330.00 | $ 650.40 |
| Assistant Planner | 40 | 40 | 80 | $ 741.60 | $ 764.00 | $ 1,505.60 |
| 405 Equipment and Travel | | | | | | |
| 405.1 · O&M of Traffic Counter Vehicle | See Below - Direct Expenses | | | | | |
| 405.2 · Purchase and/or Repair Traffic Counting Equip | | | | | | |
| 405.3 · Software and GIS License Agreement | | | | | | |
| 405.4 · Purchase Transportation Planning Resources | | | | | | |
| 405.5 · Maintain or Upgrade Computers | | | | | | |
| 405.6 · Plotter/Scanner and Service Agreement | | | | | | |
| 405.7 · On-Call Engineer | | | | | | |
| 406 Transportation Model | | | | | | |
| 407 Performance Base Planning | | | | | | $ 568.30 |
| 407.1 · Assess Established Data Sources for Performance Measures | 10 | 10 | 20 | | | $ 568.30 |
| Principal Planner | 5 | 5 | 10 | $ 160.20 | $ 165.00 | $ 325.20 |
| Regional Planner I GIS | 5 | 5 | 10 | $ 119.75 | $ 123.35 | $ 243.10 |
| Totals | 770 | 590 | 1,360 | $ 18,596.65 | $ 13,273.59 | $ 31,870.24 |
| Grand Total with Indirect | 770 | 590 | 1,360 | $ 46,645.96 | $ 33,294.14 | $ 79,940.12 |

| | Proposed |
|---|---|
| 405.1 · O&M of Traffic Counter Vehicle | $ 6,500 |
| 405.2 · Purchase and/or Repair Traffic Counting Equip | $ 8,250 |
| 405.3 · Software and GIS License Agreement | $ 13,650 |
| 405.4 · Purchase Transportation Planning Resources | $ - |
| 405.5 · Maintain or Upgrade Computers | $ 2,400 |
| 405.6 · Plotter/Scanner and Service Agreement | $ 600 |
| 405.7 · On-Call Engineer | $ 22,222 |
| Total | $ 53,622 |

| 500 · Technical Assistance and Support | FY 2022 Staff Hours | FY 2023 Staff Hours | Total Staff Hours | FY 2022 Direct Labor Cost | FY 2023 Direct Labor Cost | Total Direct Labor Cost |
|---|---|---|---|---|---|---|
| **501 Local and Regional Assistance** | | | | | | $ 2,114.55 |
| 501.1 · Local Technical Assistance Cost Share | 20 | 20 | 40 | | | $ 1,054.50 |
| Principal Planner | 5 | 5 | 10 | $ 160.20 | $ 165.00 | $ 325.20 |
| Regional Planner \| GIS | 15 | 15 | 30 | $ 359.25 | $ 370.05 | $ 729.30 |
| 501.2 · Topical Research, Project Scoping, TDM Outreach | 5 | 5 | 10 | | | $ 243.10 |
| Regional Planner \| GIS | 5 | 5 | 10 | $ 119.75 | $ 123.35 | $ 243.10 |
| 501.3 · Local and Regional Transportation Meetings | 10 | 10 | 20 | | | $ 816.95 |
| Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| Principal Planner | 5 | 5 | 10 | $ 160.20 | $ 165.00 | $ 325.20 |
| **502 Statewide Assistance** | | | | | | $ 4,666.48 |
| 502.1 · SRTS State Advisory Committee | 5 | 5 | 10 | | | $ 243.10 |
| Regional Planner \| GIS | 5 | 5 | 10 | $ 119.75 | $ 123.35 | $ 243.10 |
| 502.2 · HSIP Assistance | 90.12 | 79.99 | 170 | | | $ 3,353.33 |
| Principal Planner | 0 | 0 | - | $ - | $ - | $ - |
| Regional Planner \| GIS | 15 | 15 | 30 | $ 359.25 | $ 370.05 | $ 729.30 |
| Assistant Planner | 75.12 | 64.99 | 140 | $ 1,392.72 | $ 1,241.31 | $ 2,634.03 |
| 502.3 · State Committee Participation and Coordination | 15 | 15 | 30 | | | $ 1,060.05 |
| Executive Director | 5 | 5 | 10 | $ 242.25 | $ 249.50 | $ 491.75 |
| Principal Planner | 5 | 5 | 10 | $ 160.20 | $ 165.00 | $ 325.20 |
| Regional Planner \| GIS | 5 | 5 | 10 | $ 119.75 | $ 123.35 | $ 243.10 |
| **503 Local Public Agency (LPA) Program Support** | | | | | | $ 325.20 |
| 503.1 · Transportation Alternatives | 5 | 5 | 10 | | | $ 325.20 |
| Principal Planner | 5 | 5 | 10 | $ 160.20 | $ 165.00 | $ 325.20 |
| **504 Special Projects** | | | | | | |
| **505 Regional Coordinating Councils (RCC)** | | | | | | $ 1,251.67 |
| 505.1 · Provide Representation for LR Communities | 2 | 2 | 4 | | | $ 97.24 |
| Regional Planner \| GIS | 2 | 2 | 4 | $ 47.90 | $ 49.34 | $ 97.24 |
| 505.2 · Attend State Coordination Council Meetings | 10 | 10 | 20 | | | $ 486.20 |
| Regional Planner \| GIS | 10 | 10 | 20 | $ 239.50 | $ 246.70 | $ 486.20 |
| 505.3 · Provide Research, Facilitation and Work | 5 | 5 | 10 | | | $ 243.10 |
| Regional Planner \| GIS | 5 | 5 | 10 | $ 119.75 | $ 123.35 | $ 243.10 |
| 505.4 · SCC Participation | 5 | 5 | 10 | | | $ 425.13 |
| Executive Director | 3 | 3 | 6 | $ 145.35 | $ 149.70 | $ 295.05 |
| Principal Planner | 2 | 2 | 4 | $ 64.08 | $ 66.00 | $ 130.08 |
| **506 Transit Assistance** | | | | | | $ 195.12 |
| 506.1 · Non RCC Transit Assistance | 3 | 3 | 6 | | | $ 195.12 |
| Principal Planner | 3 | 3 | 6 | $ 96.12 | $ 99.00 | $ 195.12 |
| Totals | 175 | 165 | 340 | $ 4,308.47 | $ 4,244.55 | $ 8,553.02 |
| Grand Total with Indirect | 175 | 165 | 340 | $ 10,806.95 | $ 10,646.60 | $ 21,453.55 |

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, 2023.

## 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 $541,572.00 in State FY 2022 & FY 2023. 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 $541,572.00 fee, approximately 90% ($487,414.80) will be reimbursed from the Consolidated Federal Aid SPR Planning Appropriation Account, and approximately 10% ($54,157.20) from the Lakes Region Planning Commission. (The COMMISSION shall note that no payments will be made for work or expenses whether authorized or not, exceeding the $487,414.80 total amount).

B. SALARY, BENEFITS AND INDIRECT COSTS

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

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

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

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

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 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.

D. FIXED FEE

Blank

E. PAYMENTS

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

F. RECORDS - REPORTS

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

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

## ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

Blank

B. CONTRACT PROPOSALS

Blank

## ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

Blank

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

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 103 Main Street, Suite 3, Meredith, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

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. <u>REVISIONS TO REPORTS, PLANS OR DOCUMENTS</u>

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.

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

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.

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

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

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.

(6) The COMMISSION shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event a COMMISSION becomes involved in, or is threatened with litigation with a subconsultant or supplier as a result of such direction, the COMMISSION may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and in addition, the COMMISSION may request the United States to enter into such litigation to protect the interests of the United States.

(7) 23 CFR 710.405(b) and, Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any sub-agreements hereunder.

(8) Incorporation of Provisions: The COMMISSION shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

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

ARTICLE IV

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any sub-agreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 applies to this AGREEMENT.

2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its COMMISSIONs agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its COMMISSIONs shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its COMMISSIONs shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of agreements financed in whole or in part with Federal funds.

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

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

The CONSULTANT hereby certifies that it has developed and has on file affirmative action programs pursuant to 41 CFR 60-1, that it has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has 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.

Lakes Region Planning Commission
(Company)

By: _____

Jeffrey R. Hayes
Executive Director
(Title)

Date: 4/15/21

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

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined 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.

4/15/21
(Date)

(Signature)

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

**(SEAL)**

**Consultant**

CONSULTANT

Dated: 4/15/21 By: _____
Executive Director

**Department of Transportation**

THE STATE OF NEW HAMPSHIRE

Dated: 5/14/21 By: _____
Commissioner, NHDOT

**Attorney General**

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

Dated: 6/3/2021 By: _____
Assistant Attorney General

**Secretary of State**

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

Dated: _____ Attest:

By: _____
Secretary of State

## CERTIFICATE OF VOTE

I, Patricia Farley, Secretary of the Lakes Region Planning Commission, do hereby certify that at a meeting held on April 13, 2016:

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

Jeffrey R. Hayes, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission on this 15th day of April, 2021.

Patricia V. Farley
Patricia Farley, Secretary

STATE OF NEW HAMPSHIRE
County of Belknap

On this 15th day of April, 2021, before me Carl R. Carder, the undersigned officer, personally appeared, Patricia Farley, who acknowledged herself to be the Secretary of the Lakes Region Planning Commission, and that she, as such Secretary being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Carl R Carder
My Commission Expires: March 24, 2026
Notary Public
(Official Seal)

CARL R. CARDER
STATE OF
MY COMMISSION EXPIRES MARCH 24, 2026
NEW HAMPSHIRE
NOTARY PUBLIC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2021

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

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

| PRODUCER | CONTACT NAME: Jennifer Reckmeyer | |
|---|---|---|
| Melcher & Prescott Insurance | PHONE (A/C, No, Ext): (603) 524-4535 | FAX (A/C, No): |
| 426 Main Street | E-MAIL ADDRESS: jreckmeyer@melcher-prescott.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| Laconia NH 03246 | INSURER A: Ohio Casualty Insurance Co | 24074 |
| INSURED | INSURER B: | |
| Lakes Region Planning Commission | INSURER C: | |
| 103 Main St Ste 3 | INSURER D: | |
| | INSURER E: | |
| Meredith NH 03253 | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: CL2062505221 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | | | BZO58692113 | 07/14/2020 | 07/14/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | BAO58692113 | 07/14/2020 | 07/14/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Medical payments | $ 5,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | USO58692113 | 07/14/2020 | 07/14/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | AGGREGATE | $ 1,000,000 |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | XWO58692113 | 07/14/2020 | 07/14/2021 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | | | | | | | | |

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

The State of New Hampshire is included as Additional Insured as respects General Liability if required by written contract or agreement.

CERTIFICATE HOLDER

New Hampshire Dept of Transportation
7 Hazen Drive
Concord NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jenny Reckmeyer

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# 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: 4/15/21

Name/Title: Jeffrey R. Hayes, Executive Director

Attachments: Appendix A

## APPENDIX A

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

(1) Compliance with Regulations: The CONTRACTOR shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color, national origin, sex, religion, age, or disability.

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

(5) Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this agreement, the RECIPIENT shall impose such contract sanctions as it or the New Hampshire Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or

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

(6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the RECIPIENT or the New Hampshire Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, the CONTRACTOR may request the RECIPIENT to enter into such litigation to protect the interests of the RECIPIENT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

# ATTACHMENT 7

## CERTIFICATE OF GOOD STANDING

The Lakes Region Planning Commission (LRPC) is not required to obtain a Certificate of Good Standing from the New Hampshire Secretary of State's Office because the LRPC is defined as a political subdivision of the State of New Hampshire under RSA 36:49-a.