



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

L.C.M.
41

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

Bureau of Traffic
July 24, 2017

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Hi-Way Safety Systems, Inc. (Vendor 162024), Rockland MA, on the basis of a low bid offer of \$99,348.60 for providing Stenciled Pavement Markings, effective upon Governor and Council approval through December 31, 2017. 100% Other Funds (Betterment).

Funding is as follows:

04-096-096-963015-3039	<u>FY 2018</u>
Bureau of Traffic	
400-500870 Highway Contract Payments - DOT	\$99,348.60

EXPLANATION

The service contract is necessary to perform maintenance to specific pavement markings on State-maintained roadways.

The Department of Transportation, Bureau of Traffic is responsible for maintenance of pavement markings on most State-maintained roadways. Stenciled pavement markings provide guidance to motorists through legends and symbols on the roadway surface. This contract will supplement the work of State maintenance forces by providing for maintenance of stenciled lane-use pavement markings (arrows and ONLYs) using retroreflective paint at approximately 178 specific locations in the southern portion of the state.

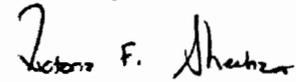
Invitation for bids was solicited on the Department of Administrative Services, Bureau of Purchase and Property website from May 22, 2017 through June 12, 2017, a period of twenty-one (21) calendar days. The bid opening date was June 12, 2017. Two (2) bids were received. The award was made to Hi-Way Safety Systems, Inc. based on low bid offer. The contract amount of \$99,348.60 is reasonable based on unit pricing from previous contracts for similar work. The Department believes it to be in the best interest of the State of New Hampshire to accept this bid to accomplish the needed work.

The Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at

the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

The Department of Transportation respectfully requests Governor and Council approval of this contract.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

State of New Hampshire
 Department of Transportation - Bureau of Traffic
 41316 Statewide - Stencil Pavement Markings, 2017
BID TABULATION - RFB DOT 2017-09

Item	Work Item	Unit	Estimated Quantity	A- Hi-Way Safety Systems		B- RoadSafe Traffic Systems	
				Unit Price	Price	Unit Price	Price
618.61	Uniformed Officers with Vehicle	\$	13,500.00	\$ 1.00	\$13,500.00	\$ 1.00	\$13,500.00
618.7	Flaggers	Hr	750	\$ 1.00	\$750.00	\$ 36.00	\$27,000.00
619	Maintenance of Traffic	U	1	\$ 5,000.00	\$5,000.00	\$ 2,000.00	\$2,000.00
632.02	Retroreflective Paint Pavement Marking, Symbol or Word	SF	31,863.00	\$ 2.20	\$70,098.60	\$ 2.20	\$70,098.60
1008.1	Alterations and Additions as Needed - Unanticipated Work	\$	10,000.00	\$ 1.00	\$10,000.00	\$ 1.00	\$10,000.00
Total Price (sum of 5 items above) - Cost Not-to-Exceed, Basis of Bid					\$99,348.60		\$122,598.60

Bidding Procedure: This project was advertised for bid on 5/22/2017 on the NH Bureau of Purchase and Property Website. The bid period was three weeks. There was no pre-bid meeting. One Addendum was issued to respond to questions. Bid period closed at 3:00 pm on 6/12/2017 and a public bid opening was conducted at the DOT Bureau of Traffic office. Two (2) bids were received and the apparent low bid from Hi-Way Safety Systems was accepted in the amount of \$99,348.60 pending contract approval.

227829

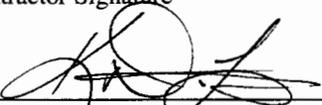
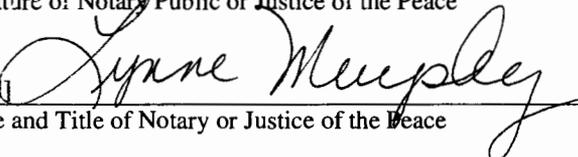
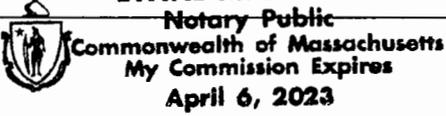
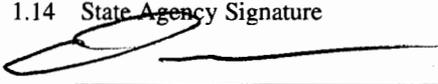
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation, Bureau of Traffic		1.2 State Agency Address 18 Smokey Bear Blvd PO Box 483 Concord, NH 03302	
1.3 Contractor Name Hi-Way Safety Systems, Inc.		1.4 Contractor Address 9 Rockview Way Rockland, MA 02370	
1.5 Contractor Phone Number 781-982-9229	1.6 Account Number 04-00096-096-963015-3039-500870	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$99,348.60
1.9 Contracting Officer for State Agency David Rodrigue		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathy DeLong, President	
1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Plymouth</u> On <u>June 29, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>8/8/17</u>		1.15 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Deanne Marten</u> On: <u>8/8/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

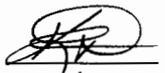
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials



Date

6/29/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
Scope of Services

NHDOT Bureau of Traffic
41316 - Stenciled Pavement Markings Contract
2017

1. PURPOSE

The purpose of this Contract is to perform maintenance of select stenciled pavement markings using retroreflective paint at specific locations in the southern portion of the state. This work is to be performed during the 2017 season.

2. SCOPE OF SERVICES

The Scope of Services is to furnish all labor, equipment, and materials necessary to install stenciled retroreflective paint pavement markings, complete, in the quantity and locations specified in the accompanying set of tables, titled Stenciled Pavement Markings 2017 – Location and Quantity Tables, prepared by NHDOT Bureau of Traffic, set of 6 sheets, dated May 22, 2017 in accordance with the following requirements and information.

Requirements

1. The Contractor shall meet the requirements of the 2016 NHDOT Specifications for Road and Bridge Construction, specifically sections 632 and 708. This specification may be found on the NHDOT website at the following address

<http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/index.htm> .

This specification includes material specifications for paint and beads and performance requirements for paint. References in this document and in the Specifications to "Engineer" shall mean the authorized representative of NHDOT-Bureau of Traffic.

2. The Contractor shall match the markings layout established by remnants of existing markings in the field. If no markings are visible, Contractor shall establish layout consistent with the NHDOT Pavement Marking Detail Sheets (provided as an attachment to this document), subject to approval by NHDOT-Bureau of Traffic prior to applying any pavement marking.

3. The Contractor shall submit a list of equipment that the Contractor will use to place the stenciled pavement marking. This equipment shall meet the industry standard for application of said markings. The equipment may be subject to inspection by and demonstration for NHDOT-Bureau of Traffic to determine its adequacy for highway use.

4. Glass bead application on paint pavement markings shall be done with a pressurized air gun. Shaking beads from a can, spreading by hand or any other drop method will not be accepted.

5. Traffic control will follow the standards of the Manual on Uniform Traffic Control Devices (MUTCD), the NHDOT Work Zone Standards and the NHDOT Flagger and Uniformed Officer Use in Work Zone Policy

(<http://www.nh.gov/dot/org/projectdevelopment/construction/documents/FlaggerPoliceUsePolicy.pdf>)

and NHDOT Flagger and Uniformed Officer use in Work Zone Guidelines

(<http://www.nh.gov/dot/org/projectdevelopment/construction/documents/FlaggerPoliceUseGuidelines.pdf>). The Contractor shall review its proposed traffic control measures with the NHDOT-Bureau of

Traffic at the biweekly progress meetings to gain concurrence or modification to accommodate traffic or other local field conditions.

6. When determined jointly by the Contractor and the NHDOT-Bureau of Traffic that Uniformed Officers are appropriate for the work being performed, the Contractor will be compensated per Section 618 and Item 618.61.
7. Locations and Quantities of Work.
 - a. General Intent – This work will be limited to intersections, mostly signalized, where existing paint or thermoplastic pavement marking stencils need to be restored with retroreflective paint markings.
 - b. Non-intersection work may include arrow markings in dual use lanes (two-way, left turn lanes)
 - c. Due to unforeseen events such as altered paving work or markings work performed by others, work may not be allowed at all locations/quantities listed.
 - d. In the event of reduced quantity of work and/or favorable conditions and productivity, NHDOT-Bureau of Traffic may order additional similar work at Contingency Locations up to an additional 10% of the base bid quantities at the same unit pricing. If ordered, Contingency Locations and quantities will be ordered in consultation with the Contractor for work efficiency.
8. A Pre-Construction/Kick-off Meeting and biweekly progress meetings will be held between the Contractor and the NHDOT-Bureau of Traffic to discuss the Contractor's schedule for the ensuing two weeks, special traffic control, and other communication items. These meetings will be held at the NHDOT-Bureau of Traffic's offices at 18 Smokey Bear Boulevard, Concord, NH. The schedule for progress meetings will be discussed and agreed upon at the Pre-Construction Meeting.
9. Submittals – The Contractor shall submit to NHDOT-Bureau of Traffic three copies of the following documents for review and approval at least seven business days prior to intended use:
 - a. A detailed work schedule listing work locations and sequence (to be updated at biweekly progress meetings). Modifications to the work schedule require at least five workdays' notice.
 - b. Traffic control plan including proposed work zone warning devices, typical use of traffic control devices, use of flaggers and uniformed police officers, criteria for use of police, and any site-specific special traffic control.
 - c. Manufacturer's product information sheets, test reports, and certificates of compliance for pavement marking materials including paint and beads.
 - d. Sample of paint (one 1-quart, sealed can) and sample of glass reflective beads (one 1-pint, sealed can) for analysis and reference by NHDOT.
 - e. Complete and thorough documentation for any material or product that differs from that specified or is offered as a substitute, sufficient to allow the NHDOT to evaluate the material.
 - f. Contact and qualifications information for any specialty subcontractors.
10. The Contractor shall submit daily work reports for the previous day's work before 12:00 noon the next business day which shall document the intersections worked on, the quantities installed, traffic control deployed, results of any quality control testing, and any special incidents or concerns that the NHDOT-Bureau of Traffic should be aware of. The work reports shall be emailed, faxed, or delivered in person.
11. During the initial week of operations, NHDOT-Bureau of Traffic will closely monitor the work to assist the Contractor with developing successful pavement marking and traffic control

processes and procedures. Subsequently, the NHDOT-Bureau of Traffic will review completed work periodically and will perform quality assurance testing, including sampling paint and beads being used in the work. The Contractor will be notified as soon as possible of any deficiencies that are identified and corrective action may be required. Corrective action may include changes to materials and/or process for subsequent work. Severe deficiencies may necessitate rework by the Contractor. This review and testing is not a substitute for quality control monitoring by the Contractor.

12. The project schedule will depend upon favorable weather conditions. However, some priorities will be established.
- a. Work impeding traffic shall not begin before 8:00 am and shall end before 4:00 pm. On Fridays, work impeding traffic shall end by 12:00 noon.
 - b. No work will be permitted July 3, July 4, or September 4, 2017 due to Observed Holidays.
 - c. No work will be permitted on weekends without the NHDOT-Bureau of Traffic's approval.
 - d. Special work schedules may be needed due to other local and regional events (i.e. NASCAR Races, Parades, Road Races, "Motorcycle Week", etc.)
 - e. The Contractor may choose to perform portions of the Work at night subject to approval of NHDOT-Bureau of Traffic. Generally night work shall be performed after 7:00 pm and end by 6:00 am, not including weekend nights or nights immediately before or after an Observed Holiday. Night work shall be arranged during regular biweekly progress meetings.

13. Additional requirements are presented by documents attached as Attachment 1 and considered part of this Scope of Services. Note that all markings applied under this Contract shall be retroreflective white waterborne Paint. For this Contract, references to thermoplastic material, such as on Detail Sheets, shall be considered references to paint.

14. The Contractor shall indemnify the NHDOT against all loss, expense, and penalty arising from any action on account of damage to property occasioned by the Contractor's operation (including any subcontractors, vendors, or suppliers) during the contract period in accordance with the Contract General provisions.

15. Contract Bond. Upon execution of the Contract, the successful bidder shall furnish to the NHDOT a surety bond or bonds equal to the sum of the Contract amount. The bond shall meet the following requirements:

- a. The form of the bond(s) shall be acceptable to the NHDOT, and
- b. The bonding company issuing the bond(s) shall be licensed to transact business in the State of New Hampshire, and
- c. The bonding company issuing the bond(s) shall be listed on the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published by the United States Department of the Treasury, Fiscal Service, Circular 570.

The Bonds shall guarantee the execution, faithful performance and completion of the Work to be done under the Contract, and payment in full of all bills and accounts for materials and labor used in the work.

In the event the surety or bonding company fails or becomes financially insolvent, the Contractor shall file a new bond(s) in the amount designated by the Department, within 30 calendar days of such failure, or insolvency.

16. The CONTRACTOR shall furnish Certificate(s) of Insurance in accordance with the Contract General Provisions.

3. TERM OF CONTRACT

This agreement will be for a term beginning July 5, 2017 or upon Governor and Council approval, whichever is later, and terminate on December 31, 2017. This agreement may be extended for up to one (1) additional year providing there are no changes in the rates, terms or conditions set forth in this agreement, and that Contractor and the NHDOT mutually agree upon the extension. This Contract extension would be effective upon Governor and Council approval, therein expiring December 31, 2018. The Contractor must provide notification of intent to extend in writing to NHDOT Bureau of Traffic by December 1, 2017.

4. TERMINATION

The State of New Hampshire shall have the right to terminate the Contract at any time by giving the successful Vendor a thirty (30) day written notice.

Attachment 1 – Attachments to Scope of Services

**NHDOT Bureau of Traffic
41316 - Stenciled Pavement Markings Contract
2017**

The following documents are included in Attachment 1 and are considered part of the Scope of Services.

- Prosecution of Work – May 22, 2017
- Traffic Control Plan – May 22, 2017
- Summary of Environmental Issues – May 22, 2017
- Stenciled Pavement Markings 2017, Location and Quantity Tables, May 22, 2017
- Pavement Marking Detail Sheets, set of 4 sheets

**STATEWIDE – STENCILED PAVEMENT MARKINGS
41316**

May 22, 2017

PROSECUTION OF WORK

DESCRIPTION

This project involves furnishing and placing white retroreflective paint stenciled pavement markings as outlined in this contract at specific locations in the southern portion of the state

UTILITIES

The following information is provided as a supplement to and in accordance with 105.06, Cooperation with Utilities.

There are numerous utility installations within the project locations. Due to the large number of utility contacts for the project, the utility contacts list will be provided to the successful bidder at the Pre-Construction Meeting.

The Contractor is advised to use caution when working near aerial power distribution and transmission wires, as well as underground power distribution and service wires. Contact the appropriate utility for the precautionary measures required.

Aerial:

There are no aerial utility relocations anticipated within the project limits.

Underground:

There are underground utilities within the project limits.

There are no underground utility relocations anticipated within the project limits.

Permanent Lighting:

No changes to existing lighting within the project are anticipated. The Contractor shall not disturb existing lighting.

Temporary Lighting:

If work is performed during hours of darkness, the Contractor shall provide temporary lighting as necessary to adequately perform the work safely and within quality standards. Temporary lighting is subsidiary to the work.

EROSION CONTROL AND WATER QUALITY MANAGEMENT

A Storm Water Pollution Prevention Plan will not be required for this project. However, appropriate pollution preventative measures and “Best Management Practices (BMP)” as outlined within the *New Hampshire Stormwater Manual Vol. 3 - Erosion Control and Sediment Controls During Construction (December 2008)*, available on-line at the New Hampshire Department of Environmental Services website, shall be employed by the Contractor if needed to assure that any detrimental impacts are minimized to the extent practicable.

Amend any BMP's implemented by contractor as necessary to provide for continued erosion and sediment control through the duration of the project. Appropriate temporary measures shall be constructed as necessary to prevent erosion based upon the Contractor's method of operation and schedule if needed. Erosion control shall subsidiary to the work.

ENVIRONMENTAL COMMITMENTS

Refer to the *Summary of Environmental Issues* document found elsewhere in the proposal.

INVASIVE PLANTS

Under the statutory authority of *RSA 430:55* (NH Department of Agriculture) and *RSA 487:16-a* (NH Department of Environmental Services), the spread of invasive plants listed in Agr 3800 and Env-Wq 1300 is prohibited. The project area has not been reviewed for the presence of invasive plants.

To prevent the spread of any invasive plants both within and outside the project area, avoid these plants (see also the Special Attention for Invasive Species located elsewhere in this Proposal).

Contact the Department's Bureau of Environment Project's Environmental Manager (Ron Crickard, 603-271-3226), for questions about invasive plant identification and, if necessary, control methods. If avoidance of an invasive plant is not an option, all work must comply with the NHDOT manual *Best Management Practices for Roadside Invasive Plants* and supporting fact sheet documents, available in the Department's Records Section or online at www.nh.gov/dot/org/projectdevelopment/environment/units/program-management/documents/BMPsforRoadsideInvasivePlants.pdf and shall be subsidiary to the project.

However, no vegetation removal or work outside of the existing pavement limits is anticipated under this contract; therefore, no impact to invasive species is expected.

CONSTRUCTION REQUIREMENTS

1. The Contractor is responsible for any damage to public or private vehicles or property and must be reported as soon as possible.
2. Paint shall be applied to clean, dry pavement.
3. Paint shall be applied at thickness of 20 mil (0.508 mm) wet.

4. Prior to the first application of paint pavement markings, one or more test strips shall be constructed at a location designated by the Engineer. Each test strip shall consist of approximately 20 square feet of white paint pavement markings.
5. Testing shall be performed as directed by the Engineer on any location by the NH DOT. Any segment that fails shall have to be repainted at the Contractor's expense.
6. The Contractor will be provided with a list of active projects within the limit of this Contract during the preconstruction meeting.

ELECTRONIC SCHEDULING

The Contractor shall submit an electronic Bar Chart for documentation in accordance with 105.02. Refer to Section 108.03.A - Progress Schedule for detailed information. Contractor shall submit a schedule of proposed work limits 1 week in advance of work.

SCHEDULE OF WORK

Work impeding traffic shall not begin before 8:00 am and shall end before 4:00 pm. On Fridays, work impeding traffic shall end by 12:00 noon.

No work will be permitted July 3, July 4, or September 4, 2017 due to holidays.

The Contractor is advised that work hours or locations may be limited during the weeks of NASCAR activities at NH Motor Speedway (NHMS) in July and September.

There may be other day and time restrictions on the Contractor based on the Contractor's schedule. These will be reviewed and discussed at the periodic progress meetings.

COMPLETION DATE

The contract completion date is **October 27, 2017**.

**STATEWIDE – STENCILED PAVEMENT MARKINGS
41316**

May 22, 2017

TRAFFIC CONTROL PLAN

The following are considered to be part of the Traffic Control Plan:

1. Sections 618 and 619 of the Standard Specifications
2. Work Zone Traffic Control Standard Plans*
3. *Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition*
4. *Flagger and Uniformed Officer Use in Work Zones Policy and Guidelines**

* Available on line under *Doing Business with DOT>Contractors* at www.nhdot.com or through the NHDOT Contracts Office (603-271-3732).

The above referenced specifications, guidelines, and provisions herein provide minimum requirements and/or guidelines; the Contractor may be directed to expand upon the Traffic Control Plan if conditions warrant.

All Uniformed Officers working on any NHDOT funded project, including municipally managed projects, shall have successfully completed a NHDOT approved course on *The Safe and Effective Use of Law Enforcement Personnel in Work Zones*. The officer shall supply proof of successful course completion upon request.

CONSTRUCTION SIGN PACKAGE

The construction sign package for this project shall be developed on the following premises:

1. Channelizing devices shall be employed by the Contractor to separate traffic from the work areas. Placement of devices, other than as shown on the standard closures, requires prior approval by the Engineer. This work shall be subsidiary to Item 619.1.

All materials specified under Item 619.1 - Maintenance of Traffic, shall be required to be certified for reflectivity. The Contractor is required to maintain an adequate inventory of replacement channelizing and warning devices. Damaged devices shall be replaced as directed by the Engineer without additional compensation.

MAINTENANCE OF TRAFFIC

1. The Contractor's attention is directed to the standard lane closure details in the Work Zone Traffic Control Standard Plans, especially with regard to signing and delineation required for closing a lane to traffic.
2. Flashing arrow boards (subsidiary to Item 619.1) shall be dimmed 50% at night for lane closures. The caution mode with full power lighting is to be used during the day for shoulder work.

VARIATION FROM THE TRAFFIC CONTROL

Contractor shall prepare and submit for approval a Traffic Control Plan based on Standard Specifications, Standard Plans and other referenced guidance. If the Contractor feels that the Traffic Control for this project can be improved from the referenced provisions, a proposal shall be submitted in writing, with any necessary plans for consideration, to be approved by the Engineer.

NOTIFICATION REQUIREMENTS FOR CHANGES IN TRAFFIC CONTROL

The Engineer will approve the traffic control and operations plan, which will require proper signage and traffic control appurtenances. This work shall be subsidiary to Item 619.1-Maintenance of Traffic. No changes in traffic control or operations will be allowed without completing all advanced notification requirements. The Engineer will communicate these notices to:

TMC Operations Supervisor
Bureau of Transportation Systems Management and Operations (TSMO)
State of New Hampshire-Department of Transportation
PO Box 483
Concord, NH 03302-0483
Tel. (603-271-6TMC)

Summary of Environmental Issues

The Following is provided to assist in identifying the environmentally sensitive aspects of this project. This notification is neither intended to be all-inclusive nor to replace the need to thoroughly read and abide by all contract documents including but not limited to all applicable state specifications and permits.

Actions To Be Completed Prior to Earth Disturbing Activities (including clearing)

- All work shall be contained within the limits of the existing edge of pavement. If the project or expected work should change to include work beyond existing pavement limits, additional review for impacts to natural and cultural resources would be required.
- Any work which would require activities outside the limits of the roadway structure shall be reviewed to determine if rare and/or sensitive plant or animal species are present.
- It is not expected that this project will impact wetlands or other lands under the jurisdiction of the DES Wetlands Bureau. Should work within Wetlands Bureau jurisdictional areas be required, the proposed work shall be reviewed by the Bureau of Environment to determine if follow-up environmental analysis and/or permitting is required.
- This project has not been reviewed for impacts to rare or threatened species or natural communities. To prevent any impacts to rare plant or animal species, all work shall remain within the limits of existing pavement, and any access, staging and parking shall occur on paved or gravel surfaces, or maintained vegetated areas.

Actions to be completed during construction

- This project has not been reviewed for invasive plant species. Any invasive plants within the project are shall be avoided. If impacts to invasive plants are required, all work shall be done in accordance with the Department publication, Best Management Practices for Roadside Invasive Plants.
- Any work, including access, staging, and vehicle parking, shall be located on paved or gravel surfaces, or maintained vegetated areas, and shall not be located on Conservation Lands. In all instances, such areas shall be dry and firm enough to support all equipment.

S:\Environment\PROJECTS\STATEWIDE\41316\Summary of Environmental Issues.doc

Stenciled Pavement Markings 2017
Location and Quantity Tables

Corridor	Location	Dist	Approach	Marking		ONLY	SF	Comments
				Left Arrow	Right Arrow			
US 1 Portsmouth to Seabrook	US 1 & Lafayette Plaza, Portsmouth	6	NB	2	0	1	56.3	
		6	SB	2	0	1	56.3	
		6	DU	6			102.0	
	US 1 & Mirona Ave	6	NB	3	0	2	95.6	
		6	SB	4	0	3	134.9	
		6	DU	4			68.0	
	US 1 & Elwyn Rd	6	NB	2	0	1	56.3	
		6	SB	2	0	1	56.3	
	US 1 & Wilson Rd	6	NB	2	0	1	56.3	
		6	SB	2	0	1	56.3	
		6	DU	17			289.0	
	US 1 & Southgate Plaza	6	NB	1	0	1	39.3	
		6	SB	2	0	1	56.3	
	US 1 & Constitution Ave, Portsmouth	6	NB	0	0	0	-	
		6	SB	2	0	1	56.3	
		6	DU	2			34.0	
	US 1 & White Cedar Ave & Walmart	6	NB	2	1	2	95.6	
		6	SB	2	2	2	112.6	
		6	DU	7			119.0	
	US 1 & Robert Ave & Heritage Ave	6	NB	2	1	2	95.6	
		6	SB	2	0	2	78.6	
		6	DU	6			102.0	
	US 1 & Lang Ave	6	SB	2	0	1	56.3	
		6	DU	3			51.0	
	US 1 & Ocean Rd, Portsmouth	6	NB				-	NIC - recent thermo 2-0-1
		6	SB				-	NIC - recent thermo 2-0-1
		6	SR	0	2	1	56.3	
		6	DU				-	NIC - recent thermo 28-0-0
	US 1 & Dow Lane, Rye	6	NB	0	2	1	56.3	
	US 1 & Washington/Breakfast Hill Rd, Rye	6	NB	2	0	1	56.3	
		6	SB	2	0	1	56.3	
		6	SR	1	0	1	39.3	
		6	DU	5			85.0	
	US 1 & North Rd, North Hampton	6	NB	1	0	1	39.3	
		6	SB	2	0	1	56.3	
		6	DU	10			170.0	
	US 1 & Hobbs Rd	6	NB	0	1	1	39.3	
		6	DU	4			68.0	
	US 1 & NH 111	6	NB	3	0	1	73.3	
		6	SB	3	0	1	73.3	
		6	SR	0	1	1	39.3	
		6	DU	4			68.0	
US 1 & Lafayette Crossing, North Hampton	6	NB	3	2	2	129.6		
	6	SB	1	0	1	39.3		
US 1 & NH 151, Hampton	6	NB	2	0	0	34.0		
	6	DU	2			34.0		
US 3 Boscawen to Laconia	US 3 & US 4, Boscawen	5	NB	2	0	1	56.3	
	US 3 & Franklin Hannafords Supermarket	2	NB	2	2	2	112.6	
	US 3 & NH 132 (Park St), Tilton	3	SR	2	0	1	56.3	
	US 3 & Lochemere Country Club	3	SB	2	0	1	56.3	
	US 3 & Church St to Lancaster Hill Rd	3	DU	8			136.0	
	US 3 & Bay Rd, Tilton	3	NB	1	0	1	39.3	
		3	SB	1	0	1	39.3	
	US 3 & Sunset Dr, Belmont	3	SB	1	0	1	39.3	
	US 3 & Union Rd	3	NB	1	0	0	17.0	
		3	SB	2	0	1	56.3	
		3	DU	14			238.0	
	US 3 & Old State Rd	3	NB	3	0	1	73.3	
		3	SB	1	0	1	39.3	
	US 3 & Mall Drive/Ladd Hill Rd	3	NB	4	0	1	90.3	
		3	SB	4	3	4	208.2	
	US 3 & Laconia Bypass EB, Belmont	3	NB	4	3	3	185.9	
	3	SB	4	0	2	112.6		

Approach: SR = Side Road, DU = Dual Use Lane
Comments: NIC = Not In Contract

Stenciled Pavement Markings 2017
Location and Quantity Tables

Corridor	Location	Dist	Approach	Marking		ONLY	SF	Comments
				Left Arrow	Right Arrow			
US 3 Manchester to Concord	US 3 & Alice Ave, Hooksett	5	NB	3	0	2	95.6	
		5	SB	3	0	1	73.3	
		5	DU	16			272.0	
	US 3 & Mammoth Rd NH 28A	5	NB	1	0	0	17.0	
		5	SB	3	0	2	95.6	
		5	DU	2			34.0	
	US 3 & Cinemagic Theaters	5	NB	2	0	1	56.3	
		5	SB	0	1	1	39.3	
		5	DU	4			68.0	
	US 3 & Walgreens, Hooksett	5	NB	0	0	0	-	
		5	SB	0	1	0	17.0	
	US 3 & Bypass 28	5	NB	3	0	1	73.3	
		5	SB	3	0	1	73.3	
		5	SR	0	2	1	56.3	
	US 3 & Hooksett Village Shops	5	NB	3	0	2	95.6	
		5	SB	2	2	2	112.6	
		5	DU	2			34.0	
	US 3 & Lindsay/Legends Rd	5	NB	2	0	1	56.3	
		5	SB	2	2	2	112.6	
		5	DU	20			340.0	
	US 3 & Granite Hill south, Hooksett	5	NB	3	2	2	129.6	
		5	SB	4	2	2	146.6	
		5	DU	4			68.0	
	US 3 & Memorial Dr/Granite Hill North	5	NB	2	0	1	56.3	
		5	SB	3	2	2	129.6	
		5	DU	14			238.0	
	US 3 & Plourde Pit, Allentown	5	SB	2	0	1	56.3	
	US 3 & Granite St	5	NB	2	2	2	112.6	
		5	SB	2	0	1	56.3	
		5	DU	4			68.0	
	US 3 & NH 28	5	NB	0	5	1	107.3	
		5	SB	2	0	1	56.3	
		5	SR				-	NIC - recent thermo
	US 3 & School St, Allentown	5	NB	2	2	2	112.6	
		5	SB	3	3	2	146.6	
		5	DU	6			102.0	
	US 3 & Allentown Main St, Pembroke	5	NB	1	0	0	17.0	
		5	SB	2	2	2	112.6	
	US 3 & Broadway	5	SB	0	2	1	56.3	
	US 3 & Academy Ave	5	NB	0	1	1	39.3	
		5	SB	1	0	1	39.3	
		5	SR				-	NIC - recent thermo
		5	DU	2			34.0	
US 3 & Riverview Way	5	NB	1	0	1	39.3		
US 3 & Pembroke Crossing, Pembroke	5	NB	0	1	1	39.3		
	5	SB	3	0	2	95.6		
	5	NB	4	7	4	276.2	Other approaches within Compact	
US 3 Merrimack to Bedford	US 3 & Ray Wlczorek Dr EB, Bedford	5	NB	0	2	1	56.3	
		5	SB	8	0	4	225.2	
	US 3 & Ray Wlczorek Dr WB	5	NB	3	3	4	191.2	
		5	SB	8	0	4	225.2	
	US 3 & Iron Horse Dr	5	SB	3	0	1	73.3	
		5	DU	4			68.0	
	US 3 & Commerce Dr/Technology Dr	5	NB	3	3	4	191.2	
		5	SB	2	2	2	112.6	
US 3 & Country Inn, Bedford	5	NB	1	0	1	39.3		

Approach: SR = Side Road, DU = Dual Use Lane
Comments: NIC = Not In Contract

Stenciled Pavement Markings 2017
Location and Quantity Tables

Corridor	Location	Dist	Approach	Marking			SF	Comments	
				Left Arrow	Right Arrow	ONLY			
NH 3A Hudson to Concord	NH 3A & Pinecrest Rd, Litchfield	5	NB	0	3	2	95.6		
		5	SB	3	0	2	95.6		
	NH 3A & Albuquerque Ave	5	SB	1	0	1	39.3		
	NH 3A & Sterling Rd, Litchfield	5	NB	1	0	1	39.3		
	NH 3A & Hackett Hill Rd, Manchester	5	NB	3	0	1	73.3		
		5	SB	0	4	1	90.3		
	NH 3A & Commerce Dr, Hooksett	5	NB	3	0	2	95.6		
		5	SB	0	4	2	112.6		
	NH 3A & Central Park Dr	5	NB	2	0	1	56.3		
	NH 3A & Mobil	5	NB	1	0	1	39.3		
	NH 3A & Toombs Doors	5	NB	1	0	0	17.0		
	NH 3A & Goonan Rd	5	SB	1	0	1	39.3		
	NH 3A & Market Basket, Hooksett	5	NB	2	0	1	56.3		
		5	SB	0	2	1	56.3		
	NH 3A & I-93 SB On & Off	5	NB	0	1	1	39.3		
		5	SB	1	0	4	106.2		
		5	Ramp	2	0	1	56.3		
	NH 3A & I-93 NB On & Off, Hooksett	5	NB	0	2	1	56.3		
		5	SB	3	0	1	73.3		
		5	Ramp	7	7	4	327.2		
	NH 3A & Mobil Station, Bow	5	NB	2	0	1	56.3		
	NH 3A & Tallwood Dr	5	SB	2	0	1	56.3		
	NH 3A & I-89, Bow	5	NB	4	0	1	90.3		
		5	SB	2	0	1	56.3		
		5	SR	0	3	1	73.3		
		5	DU	6			102.0		
	NH 9 Chesterfield to Hopkinton	NH 9 & Gulf Rd, Chesterfield	4	WB	3	0	2	95.6	
			4	DU	10	0		170.0	
		NH 9 & Spaulding Hill Rd	4	WB	1	0	1	39.3	
		NH 9 & Mr Arthur Dr	4	EB	2	0	1	56.3	
		NH 9 & Cross Rd	4	WB	2	0	1	56.3	
			4	EB	2	0	1	56.3	
NH 9 & Sargent Hill Rd		4	EB	2	0	1	56.3		
NH 9 & EJP Business		4	WB	1	0	1	39.3		
NH 9 & Stage Rd		4	WB	5	0	3	151.9		
NH 9 & Stow Rd		4	WB	2	0	1	56.3		
		4	EB	2	0	1	56.3		
NH 9 & Pond Brook Rd		4	WB	2	0	1	56.3		
		4	EB	2	0	1	56.3		
NH 9 & NH 63		4	WB	4	2	2	146.6		
		4	EB	4	3	2	163.6		
		4	SR	0	2	2	78.6		
NH 9 & NH 9A west entrance		4	WB	2	1	2	95.6		
		4	EB	2	2	2	112.6		
NH 9 & NH 9A east entrance		4	WB	0	1	1	39.3		
NH 9 & Glebe Rd, Chesterfield		4	WB	2	2	2	112.6		
		4	EB	2	0	1	56.3		
NH 9 & Chesterfield Rd, Keene		4	WB	2	0	1	56.3		
		4	EB	2	0	1	56.3		
NH 9 & Production Ave		4	WB	4	0	2	112.6		
		4	EB	4	4	4	225.2		
NH 9 & NH 10, Keene		4	WB	0	5	2	129.6		
		4	EB	5	0	3	151.9		
		4	SR	6	3	3	219.9		
NH 9 & South St, Stoddard		4	EB	3	0	2	95.6		
		4	DU	2			34.0		
NH 9 & Foster Hill Rd, Henniker		5	WB	0	3	1	73.3		
		5	EB	3	0	1	73.3		
NH 9 & Old Hopkinton Rd, Henniker		5	WB	2	2	2	112.6		
		5	EB	2	3	2	129.6		
NH 9 & NH 127, Hopkinton		5	WB	1	2	2	95.6		
		5	EB	3	3	2	146.6		
		5	SR	0	1	1	39.3		
NH 9 & Stumpfield Rd, Hopkinton		5	WB	1	0	1	39.3		
		5	EB	2	3	2	129.6		

Approach: SR = Side Road, DU = Dual Use Lane
Comments: NIC = Not In Contract

Stenciled Pavement Markings 2017
Location and Quantity Tables

Corridor	Location	Dist	Approach	Marking			SF	Comments
				Left Arrow	Right Arrow	ONLY		
NH 11 Laconia to Gilford	NH 11 & N 107, Laconia	3	EB	1	0	1	39.3	
	NH 11 & Shaws, Gilford	3	EB	1	0	1	39.3	
		3	WB	0	4	1	90.3	
	NH 11 & Lowes	3	WB	2	0	1	56.3	
		3	DU	4			68.0	
	NH 11 & Walmart	3	EB	2	0	1	56.3	
		3	WB	0	4	2	112.6	
	NH 11 & Bank of NH	3	WB	2	0	1	56.3	
	NH 11 & US3 Laconia Bypass	3	EB	0	2	1	56.3	
		3	WB	1	0	1	39.3	
	3	EB	2	0	1	56.3		
	3	WB	1	2	0	51.0		
NH 28 Salem to Derry	NH 28 & Shadow Lake Rd, Salem	5	NB	3	0	2	95.6	
		5	SB	2	0	1	56.3	
		5	DU	4			68.0	
	NH 28 & NH 111, Windham	5	NB	3	3	2	146.6	
		5	SB	3	0	1	73.3	
	NH 28 & Northland Rd, Windham	5	NB	3	0	1	73.3	
	NH 28 & Dunkin Donuts, Derry	5	SB	2	0	1	56.3	
		5	DU	4			68.0	
	NH 28 & Lawrence Rd	5	NB	0	2	0	34.0	
	NH 28 & Rockingham/Island Pond, Derry	5	NB	2	2	1	90.3	
NH 28 Derry to Manchester	NH 28 & Page Rd, Londonderry	5	NB	5	5	4	259.2	
		5	SB	5	5	4	259.2	
	NH 28 & Abby Rd, Manchester	5	NB	2	0	1	56.3	
		5	SB	0	2	1	56.3	
	NH 28 & Harvey Rd	5	NB	2	0	1	56.3	
		5	SB	0	2	1	56.3	
	NH 28 & Triangle Lane	5	NB	2	0	1	56.3	
	NH 28 & Perimeter Rd, Manchester	5	NB	2	0	1	56.3	
NH 33/108 Stratham to Portsmouth	NH 108 & NH 101 Ramps, Stratham	6	NB	6	2	2	180.6	
		6	SB	8	0	2	180.6	
		6	EB	6	0	2	146.6	
		6	WB	8	6	4	327.2	
	NH 108 & Stratham Heights Rd	6	NB	2	0	1	56.3	
		6	SB	3	0	1	73.3	
	NH 108 & Stratham Crossing Mall	6	NB	6	3	6	286.8	
		6	SB	2	2	2	112.6	
	NH 108 & Shaws Plaza	6	NB	6	3	6	286.8	
		6	SB	2	3	2	129.6	
	NH 108 & Market Basket	6	NB	2	0	1	56.3	
		6	SB	3	0	1	73.3	
	NH 108 & Bunker Hill Rd, Stratham	6	SB	2	0	1	56.3	
		6	DU	40			680.0	
	NH 33 & NH 151, Greenland	6	EB	3	0	1	73.3	
		6	WB	4	0	1	90.3	
	NH 33 & I-95 SB/Truck Stop/Bus Stop	6	EB	5	2	4	208.2	
		6	WB	12	5	6	422.8	
	NH 33 & I-95 NB, Portsmouth	6	EB	0	1	0	17.0	
		6	WB	2	2	2	112.6	
NH 33 & Sherburne Rd	6	EB	2	0	1	56.3		
NH 33 & Greenland Rd, Portsmouth	6	EB	1	0	0	17.0		

Approach: SR = Side Road, DU = Dual Use Lane
Comments: NIC = Not In Contract

Stenciled Pavement Markings 2017
Location and Quantity Tables

Corridor	Location	Dist	Approach	Marking			SF	Comments		
				Left Arrow	Right Arrow	ONLY				
NH 101 Keene to Bedford	NH 101 & Traffic Circle, Keene	4	WB	0	2	0	34.0			
	NH 101 & Chesham Rd, Marlborough	4	EB	2	0	1	56.3			
	NH 101 & Mercer Ave, Peterborough	4	WB	1	0	1	39.3			
			4	DU	12			204.0		
	NH 101 & Ames Ct	4	WB	1	0	1	39.3			
	NH 101 & US 202 South	4	EB	2	0	1	56.3			
			4	WB	2	0	1	56.3		
			4	SR	1	0	0	17.0		
	NH 101 & US 202 North, Peterborough	4	EB	3	0	2	95.6			
			4	WB	2	0	1	56.3		
			4	SR	1	1	2	78.6		
			4	DU	4			68.0		
	NH 101 & NH 31 South, Wilton	4	WB	2	0	1	56.3			
	NH 101 & Abbott Hill Rd	4	WB	2	0	1	56.3			
	NH 101 & NH 31 North, Wilton	4	EB	2	0	1	56.3			
	NH 101 & North River Rd, Milford	5	EB	2	3	2	129.6			
			5	WB	3	3	2	146.6		
			5	SR	3	3	2	146.6		
			5	SR	0	1	1	39.3		
	NH 101 & Meeting Place Plaza, Amherst	5	EB	0	1	1	39.3			
			5	WB	1	0	1	39.3		
	NH 101 & Black Forest Restaurant, Amherst	5	EB	1	0	0	17.0			
	NH 101 & Wallace Rd, Bedford	5	EB	4	0	2	112.6			
			5	WB	3	3	2	146.6		
	NH 101 & Constitution Dr	5	EB	2	0	0	34.0			
			5	WB	3	2	2	129.6		
	NH 101 & NH 114, Bedford	5	EB	3	2	2	129.6			
			5	WB	10	4	6	371.8		
	NH 101A Milford to Nashua	NH 101A & Shaws/JobLot, Milford	5	WB	3	1	2	112.6		
		NH 101A & NH 101 WB Ramp, Milford	5	EB	0	3	1	73.3		
				5	WB	6	0	2	146.6	
		NH 101A & NH 101 EB Ramp, Amherst	5	WB	3	0	1	73.3		
NH 101A & NH 122, Amherst		5	EB	1	3	3	134.9			
			5	WB	3	3	2	146.6		
			5	SR	3	1	3	134.9		
			5	DU	32			544.0		
NH 101A & Overlook Dr		5	WB	1	0	1	39.3			
NH 101A & Airline Dr		5	EB	2	0	1	56.3			
NH 101A & Northern Blvd		5	WB	2	0	1	56.3			
NH 101A & Walmart		5	EB	1	4	2	129.6			
			5	WB	3	0	1	73.3		
			5	DU	10			170.0		
NH 101A & Pauls Way		5	EB	2	0	1	56.3			
			5	WB	2	0	1	56.3		
NH 101A & Lowes		5	EB	4	2	2	146.6			
			5	WB	4	2	2	146.6		
NH 101A & Truell Rd		5	EB	2	0	1	56.3			
			5	DU	4			68.0		
NH 101A & Craftsman Ln, Amherst		5	EB	2	0	1	56.3			
			5	WB	2	0	1	56.3		
			5	DU	12			204.0		
NH 101A & Boston Post Rd, Merrimack		5	EB	3	3	4	191.2			
			5	WB	3	2	3	151.9		
NH 101A & Home Depot		5	EB	3	0	2	95.6			
NH 101A & Continental Blvd, Merrimack		5	EB	7	0	4	208.2			
			5	WB	6	0	2	146.6		
NH 108 Dover		NH 108 & Grapevine Dr, Dover	6	NB	1	0	1	39.3		
			6	SB	1	0	1	39.3		
		NH 108 & Mast Rd, Dover	6	NB	0	2	0	34.0		

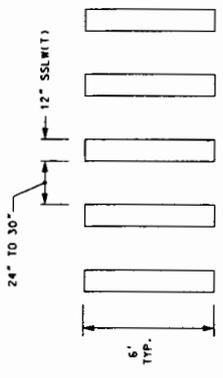
Approach: SR = Side Road, DU = Dual Use Lane
Comments: NIC = Not in Contract

Stenciled Pavement Markings 2017
Location and Quantity Tables

Corridor	Location	Dist	Approach	Marking			SF	Comments
				Left Arrow	Right Arrow	ONLY		
NH 111 Hudson to Kingston	NH 111 & Kimball Hill Rd, Hudson	5	EB	2	2	2	112.6	
		5	WB	2	2	2	112.6	
	NH 111 & Park Ave	5	WB	5	0	2	129.6	
	NH 111 & Lawrence/Sullivan Rd, Hudson	5	EB	3	0	1	73.3	
		5	WB	3	0	1	73.3	
	NH 111 & NH 128, Windham	5	EB	2	0	1	56.3	
		5	WB	2	0	1	56.3	
	NH 111 & Church Rd / Dunkin Donuts	5	EB	0	1	1	39.3	
		5	WB	1	3	1	90.3	
	NH 111 & Hall Farm Rd/Lakeside Rd, Atknsor	6	EB	2	0	1	56.3	
		6	WB	2	0	1	56.3	
	NH 111 & W Rd/Island Pond Rd, Atkinson	6	EB	3	1	2	112.6	
		6	WB	1	0	1	39.3	
	NH 111 & NH 121, Hampstead	6	EB	2	2	2	112.6	
		6	WB	2	0	1	56.3	
		6	DU	3			51.0	
	NH 111 & East Rd	6	EB	3	3	2	146.6	
		6	WB	4	3	2	163.6	
	NH 111 & Central St, Hampstead	6	EB	2	0	1	56.3	
		6	WB	2	0	1	56.3	
	NH 111 & East Coast Lumber	6	EB	2	0	1	56.3	
	NH 111 & Weber Rd, Hampstead	6	WB	1	0	1	39.3	
	NH 111 & Commerce Park Dr	6	EB	2	0	1	56.3	
	NH 111 & Main St, Kingston	6	EB	3	0	1	73.3	
		6	WB	1	2	2	95.6	
	NH 111 & NH 125, Kingston	6	EB	2	2	2	112.6	
	NH 125 Plaistow to Rochester	NH 125 & Danville Rd, Plaistow	6	NB	1	1	1	56.3
		6	DU	2	0	0	34.0	
NH 125 & NH 121A		6	NB	10		4	259.2	
		6	SB	2	0	1	56.3	
		6	SR	0	3	2	95.6	
NH 125 & Old County Rd, Plaistow		6	NB	6	0	2	146.6	
		6	SB	3	0	2	95.6	
NH 125 & NH 107 NB, Kingston		6	NB				-	NIC
		6	SB	0	3	1	73.3	
NH 125 & NH 111A, Brentwood		6	NB	3	1	1	90.3	
		6	SB	3	3	2	146.6	
NH 125 & Market Basket, Epping		6	NB	3	0	1	73.3	
		6	SB	0	2	1	56.3	
		6	DU	0			-	
NH 125 & NH 101 EB		6	NB	0	1	1	39.3	
		6	SB	4	0	2	112.6	
NH 125 & NH 101 WB		6	NB	4	0	2	112.6	
		6	SB	0	1	0	17.0	
NH 125 & McDonalds		6	NB	2	0	1	56.3	
NH 125 & NH 27		6	NB	3	0	1	73.3	
		6	SB	4	0	1	90.3	
		6	SR	2	1	3	117.9	
NH 125 & Elm St, Epping		6	NB	3	0	2	95.6	
		6	DU	4			68.0	
NH 125 & NH 155, Epping		6	NB	0	2	1	56.3	
NH 125 & NH 152, Lee		6	NB				-	NIC
		6	SB				-	NIC
	6	SR	0	1	0	17.0		
NH 125 & Beauty Hill Rd, Barrington	6	SB	0	2	1	56.3		
Total Base Bid				992	292	450	31,863.0	

Approach: SR = Side Road, DU = Dual Use Lane
Comments: NIC = Not In Contract

REVISION DATE
 01-13-2001
 02-26-2010
 11-05-2010
 02-08-2012
 03-21-2016

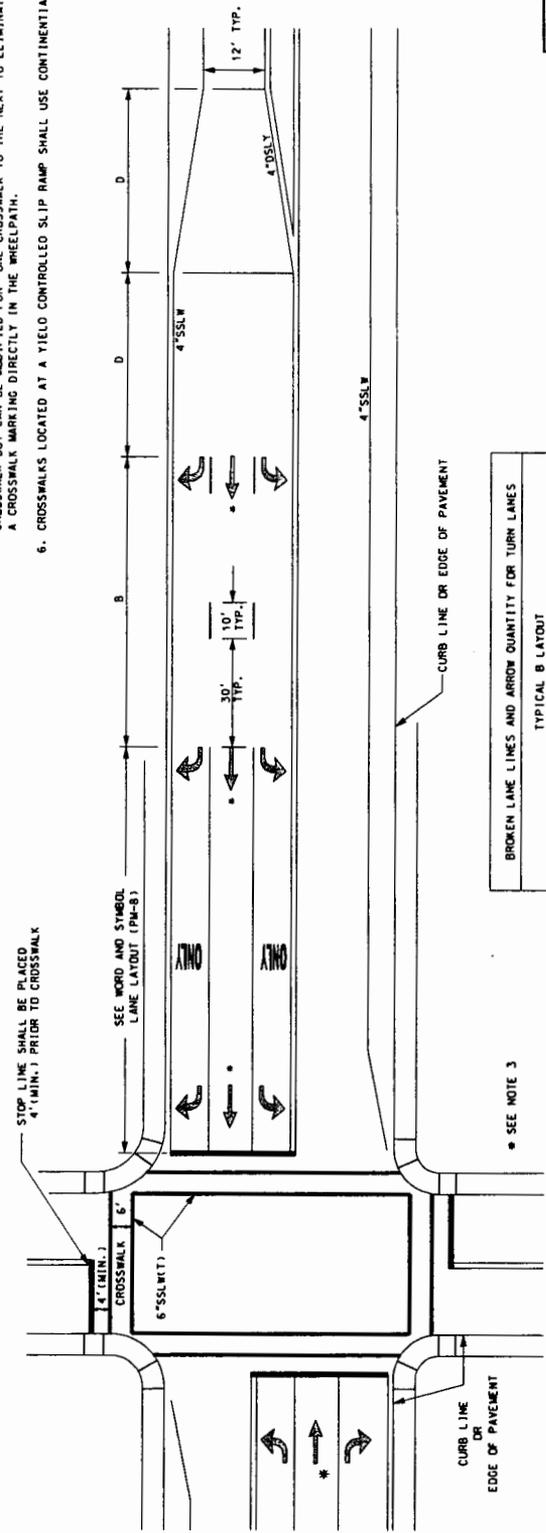
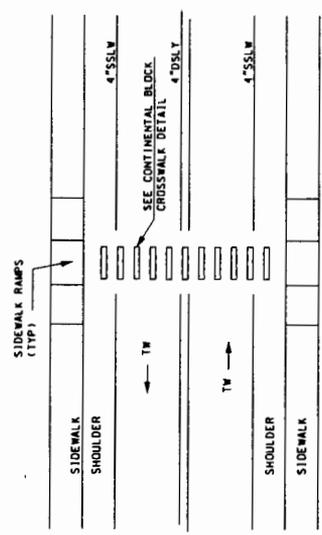


CONTINENTAL BLOCK MARKING DETAIL

GENERAL NOTES

1. PAINTED EDGE LINE REQUIRED ON CURBED SHOULDERS GREATER THAN 24".
2. STOP LINES ARE 18" WIDE SSSLWT).
3. STRAIGHT THROUGH ARROWS AS REQUIRED. SEE THE PAVEMENT MARKING PLANS FOR THE APPROPRIATE LAYOUT.
4. TRANSVERSE CROSSWALK LINES SHALL BE THERMOPLASTIC, NOT LESS THAN 6" WIDE AND NOT LESS THAN 6' APART.
5. SPACING FOR THE CONTINENTAL BLOCK MARKINGS SHALL BE UNIFORM FOR EACH INDIVIDUAL CROSSWALK BUT CAN BE MODIFIED FOR ONE CROSSWALK TO THE NEXT TO ELIMINATE A CROSSWALK MARKING DIRECTLY IN THE WHEELPATH.
6. CROSSWALKS LOCATED AT A YIELD CONTROLLED SLIP RAMP SHALL USE CONTINENTAL BLOCK MARKINGS.

CONTINENTAL BLOCK CROSSWALK MARKING FOR A MID-BLOCK OR NON-STOP CONDITION



BROKEN LANE LINES AND ARROW QUANTITY FOR TURN LANES

POSTED SPEED (MPH)	TYPICAL B LAYOUT	
	BROKEN LINES	ARROWS
2-30	2	1
2-40	4	1
2-45	6	2

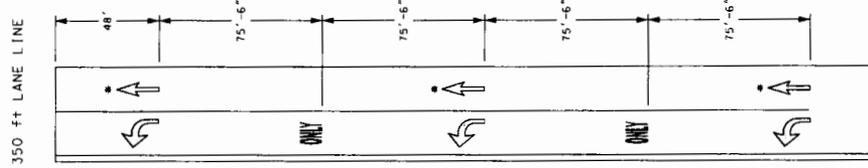
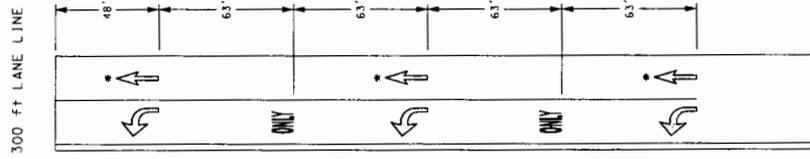
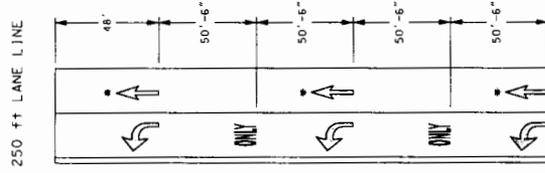
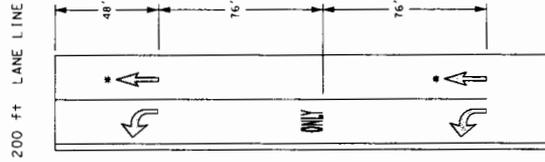
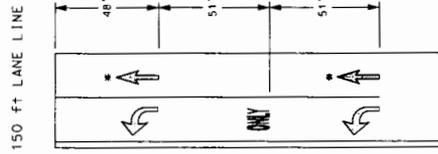
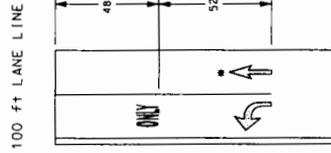
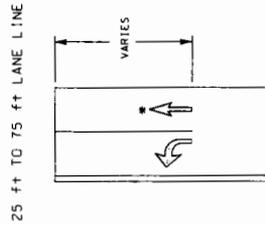
POSTED SPEED (MPH)	LENGTH (FT)
2-40	75
2-45	100

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION • BUREAU OF TRAFFIC
CROSSWALK MARKINGS

STANDARD CROSSWALK MARKING FOR A STOP OR SIGNAL CONDITION

WORD AND SYMBOL LAYOUT

NOT TO SCALE



* SEE NOTE NO. 8

GENERAL NOTES

1. WORDS AND SYMBOLS SHALL BE CENTERED LATERALLY WITHIN THE LANE. THE LONGITUDINAL DIMENSION SHALL BE PARALLEL TO THE LANE.
2. LONGITUDINAL SPACING BETWEEN SUCCESSIVE WORDS AND/OR SYMBOLS IN TURN LANES SHOULD BE AT LEAST 4 TIMES AND GREATER THAN TO TIMES THE HEIGHT OF THE LARGEST CHARACTER.
3. LANE LINES LONGER THAN 75' SHALL ONLY BE LAYED OUT IN MULTIPLES OF 50'.
4. LANE LINES DESIGNED TO ACCOMMODATE A CALCULATED DIESE SHALL BE ROUNDED UP TO THE NEAREST 50'.
5. TO COMPLETE ARROW AND "ONLY" LAYOUT FOR LANE LENGTHS GREATER THAN 350', (LENGTH OF LANE LINE MINUS 48') / NUMBER OF INCREMENTS. STENCIL SERIES SHALL BEGIN AND END WITH AN ARROW.
6. THE STOP LINE MAY NOT BE PRESENT.
7. FOR WORD AND SYMBOL DETAILS SEE PM-12.
8. STRAIGHT THROUGH ARROWS IF REQUIRED. SEE THE PAVEMENT MARKING PLANS FOR THE APPROPRIATE LAYOUT.
9. WORDS, LANE LINES AND SYMBOLS SHALL BE THERMOPLASTIC (T1).

TYPICAL:
CENTERLINE OR ISLAND

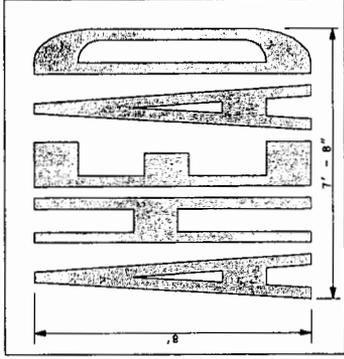
TYPICAL:
LANE LINE, EDGE LINE
OR CURB LINE.

NO.	DATE	DESCRIPTION

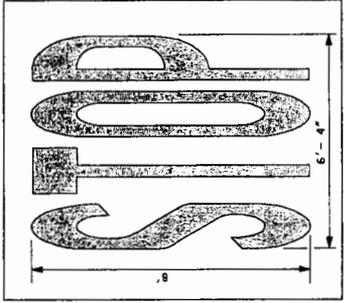
50% PROGRESS	DATE	
DESIGN	DATE	
CHECKED	DATE	
AS BUILT	DATE	

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF TRANSPORTATION - BUREAU OF TRAFFIC	
WORD AND SYMBOL LAYOUT	
REVISION DATE	SHEET NO.
03-21-17	10
2017_mha_bu_001	TOTAL SHEETS
10	10

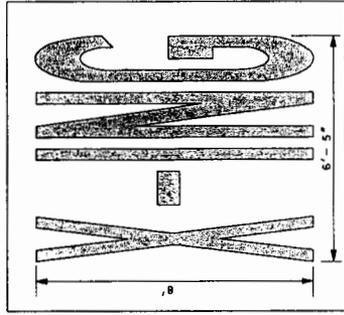
STANDARD PLANS



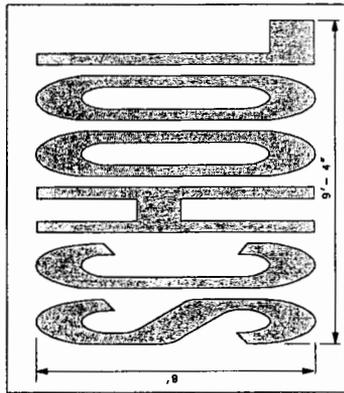
AHEAD
 PAY QUANTITY - 31.3 FT²



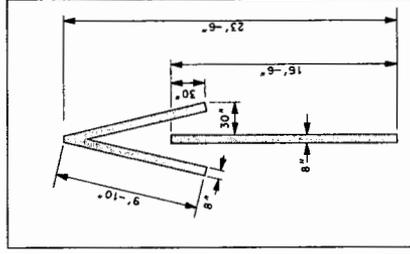
STOP
 PAY QUANTITY - 22.2 FT²



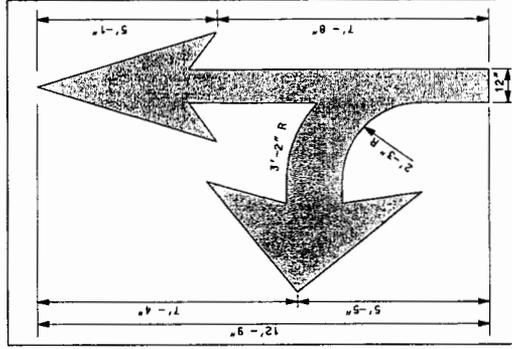
X-ING
 PAY QUANTITY - 20.8 FT²



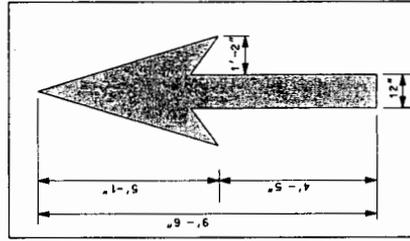
SCHOOL
 PAY QUANTITY - 34.7 FT²



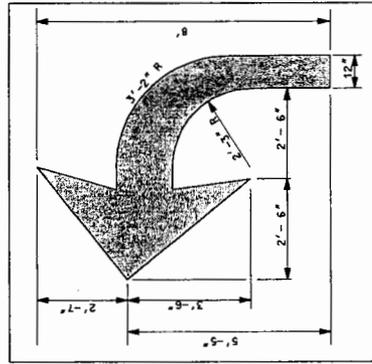
WRONG-WAY ARROW
 PAY QUANTITY - 24.1 FT²



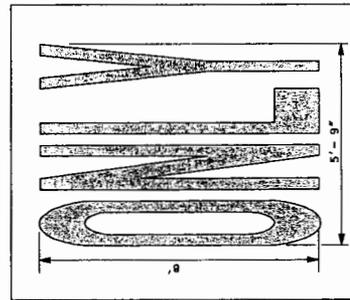
COMBINATION ARROW
 PAY QUANTITY - 28.8 FT²



THROUGH (STRAIGHT ARROW)
 PAY QUANTITY - 12.5 FT²



TURN ARROW
 (RIGHT TURN OPPOSITE IN KIND)
 PAY QUANTITY - 17.0 FT²



ONLY
 PAY QUANTITY - 22.3 FT²

GENERAL NOTES

1. ALL WORDS AND SYMBOLS SHALL BE RETROREFLECTIVE WHITE AND SHALL CONFORM TO THE LATEST VERSION OF THE MTCO.
2. MULTI-WORD MESSAGES SHALL READ "UP", THAT IS, THE FIRST WORD SHALL BE NEAREST THE APPROACHING DRIVER.
3. THE WORD "ONLY" SHALL NOT BE USED WITH THROUGH OR COMBINATION ARROWS, AND SHALL NOT BE USED ADJACENT TO A BROKEN LANE LINE. A WORD/SYMBOL SHALL PRECEED THE WORD "ONLY".
4. COMBINATION ARROWS MAY BE COMPRISED OF 2 SINGLE ARROWS (e.g. TURN AND THROUGH ARROWS). HOWEVER, THE SHAFTS OF THE ARROWS SHALL COINCIDE AS SHOWN.
5. PREFORMED WORDS AND SYMBOLS SHALL BE PRE-CUT BY THE MANUFACTURER.
6. WRONG-WAY ARROWS SHALL NOT BE SUBSTITUTED FOR THROUGH ARROWS.
7. ALL STOP BARS, WORDS, SYMBOLS AND ARROWS SHALL BE THERMOPLASTIC.

PAVEMENT MARKING STANDARD

WORDS AND SYMBOLS

**EXHIBIT B
Pricing/Payment**

**NHDOT Bureau of Traffic
41316 - Stenciled Pavement Markings Contract
2017**

Pricing/Offer

Vendor agrees to perform the services required under this Contract with the State of New Hampshire at the following unit price(s):

Item	Work Item	Unit	Estimated Quantity	Unit Price	Price
618.61	Uniformed Officers with Vehicle	\$	13,500.00	\$1.00	\$13,500.00
618.7	Flaggers	Hr	750.00	\$1.00	\$750.00
619.1	Maintenance of Traffic	U	1.00	\$5,000.00	\$5,000.00
632.02	Retroreflective Paint Pavement Marking, Symbol or Word	SF	31,863.0	\$2.20	\$70,098.60
1008.1	Alterations and Additions as Needed – Unanticipated Work	\$	10,000.00	\$1.00	\$10,000.00
Total Price (sum of 5 items above) – Cost Not-to-Exceed					\$99,348.60

Invoicing and Payments

Invoices shall be delivered to:

Lee Baronas, PE, Assistant Traffic Engineer
NHDOT Bureau of Traffic
18 Smokey Bear Blvd, PO Box 483
Concord, NH 03302-0483
Lee.Baronas@dot.nh.gov

Invoices shall be submitted once per calendar month within 1 week of the end of the invoice period on a statement format listing each work item, its percent or measured quantity complete as of invoice date, and the associated value, along with total earned for the invoice period. Payment for Item 619.1 will be made based on the percentage of Item 632.02 completed in the same invoice period. The date of the monthly invoice periods will be agreed upon at the Pre-Construction Meeting

Payment terms for this Contract are net thirty (30) days from approval of Contractor's properly submitted invoice by the authorized NHDOT representative.

EXHIBIT C
Special Provisions

NHDOT Bureau of Traffic
Stenciled Pavement Markings Contract
2017

There are no Special Provisions altering Form P-37 General Provisions

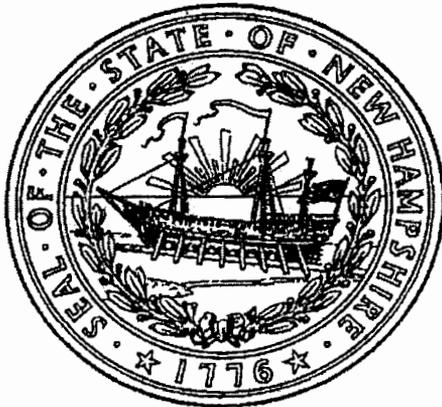
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HI-WAY SAFETY SYSTEMS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 02, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 290326

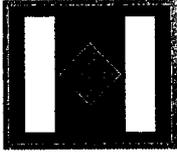


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE TO VOTE

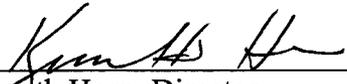
At a meeting of the Board of Directors of Hi-Way Safety Systems, Inc. held on January 6, 2015, at which all the Directors were present or waived notice, it was voted that Kathy DeLong is authorized to execute contracts and bonds, in the name and on behalf of said company, and affix its corporate seal thereto; and such extension of any contract or obligation in this company's behalf by Kathy DeLong under the seal of this company shall be valid and binding upon HiWay Safety Systems, Inc.

A True Copy
Attest:


Kenneth Horn

Place of business: 9 Rockview Way, Rockland, MA 02370

I hereby certify that I am the Director of HiWay Safety Systems, Inc. and that Kathy DeLong is duly elected President of said Company, and that the above vote has not been amended or rescinded and remains in full force as of this date.


Kenneth Horn, Director

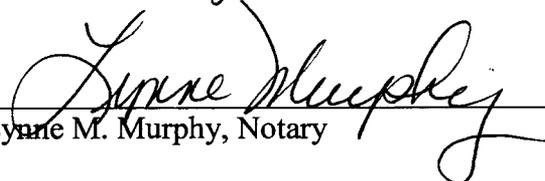
State of Massachusetts
County of Plymouth

Sworn to and subscribed before me this 29th day of June, 2017
My commission expires 4/6/23

Given under my hand and notary seal this 29th day of June, 2017



LYNNE M. MURPHY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 6, 2023


Lynne M. Murphy, Notary

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Hi-Way Safety Systems, Inc.
9 Rockview Way,
Rockland, MA 02370

SURETY:
(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100,
Bala Cynwyd, PA 19004

■ This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)

New Hampshire Department of Transportation,
Bureau of Traffic
18 Smokey Bread Blvd., P.O. Box 483,
Concord, NH 03302-0483

Mailing Address for Notices
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100,
Bala Cynwyd, PA 19004

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: 6/1/2017

Amount: **Ninety-nine Thousand Three Hundred Forty-eight And 60/100THS DOLLARS, (\$99,348.60)**

Description:
(Name and location) **Concord NH 2017-09 Stenciled Pavement Markings**

BOND
Date: 6/29/2017

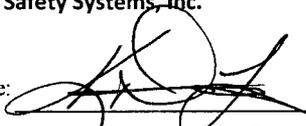
(Not earlier than Construction Contract Date)

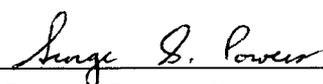
Amount: **Ninety-nine Thousand Three Hundred Forty-eight And 60/100THS DOLLARS, (\$99,348.60)**

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Hi-Way Safety Systems, Inc.

SURETY
Company: *(Corporate Seal)*
Philadelphia Indemnity Insurance Company

Signature: 
Name and Title: **Kathy DeLong, President**

Signature: 
Name and Title: **George G. Powers, Attorney-In-Fact**

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

The Driscoll Agency
93 Longwater Circle,
Norwell, MA 02061
781.681.6656

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Hi-Way Safety Systems, Inc.
9 Rockview Way,
Rockland, MA 02370

SURETY:
(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100,
Bala Cynwyd, PA 19004

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)

New Hampshire Department of Transportation,
Bureau of Traffic
18 Smokey Bread Blvd., P.O. Box 483,
Concord, NH 03302-0483

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100,
Bala Cynwyd, PA 19004

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date: 6/1/2017

Amount: **Ninety-nine Thousand Three Hundred Forty-eight And 60/100THS DOLLARS, (\$99,348.60)**

Description:
(Name and location) **Concord NH 2017-09 Stenciled Pavement Markings**

BOND
Date: 6/29/2017
(Not earlier than Construction Contract Date)

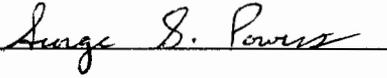
Amount: **Ninety-nine Thousand Three Hundred Forty-eight And 60/100THS DOLLARS, (\$99,348.60)**

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Hi-Way Safety Systems, Inc.

SURETY
Company: *(Corporate Seal)*
Philadelphia Indemnity Insurance Company

Signature: 
Name and Title: **Kathy DeLong, President**

Signature: 
Name and Title: **George G. Powers, Attorney-In-Fact**

(Any additional signatures appear on the last page of this Payment Bond.)
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
The Driscoll Agency
93 Longwater Circle, Norwell, MA 02061
781.681.6656

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Dennis W. Driscoll; John C. Driscoll; George G. Powers; Martin L. Donovan; Claire A. Cavanaugh; Timothy P. Lyons OF THE TOWN OF NORWELL, STATE OF MASSACHUSETTS**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

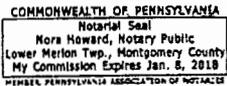
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Nora Howard
residing at: Bala Cynwyd, PA
My commission expires: January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29 day of June, 2017.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

INSURER'S AFFIDAVIT AS TO WORKERS' COMPENSATION INSURANCE

I, Kathy DeLong, 9 Rockview Way Rockland MA 02370 am:

an authorized representative of _____ Insurance Company
[Company Name]

(a producer in the voluntary market)†

an authorized agent of _____, Insurance Company (an agent
[Company Name]
in the voluntary market, authorized to sign on behalf of a producer)†

an authorized signatory of the HiWay Safety Systems, Inc., the Subcontractor
[Company Name]
(an insured of a producer in the involuntary market pool)‡

an authorized signatory of _____, the Prime Contractor (an insured
of [Company Name] a producer in the involuntary market pool, group, or otherwise insured)‡

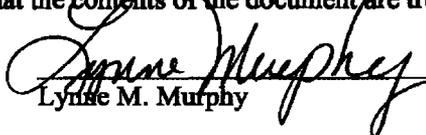
and do hereby aver that effective December 31st, 2016, Hi-Way Safety Systems, Inc., the Sub-Contractor, is insured for Workers' Compensation insurance with American Zurich Insurance Co. 1299 Zurich Way, Schaumburg, IL 60196-2150 under Policy No[s]. UB-7H850286, pursuant to the attached Certificate of Insurance, and in accordance with Massachusetts General Laws, Chapter 152 and Subsection 7.05A of the Standard Specifications for Highways and Bridges of the Highway Division of the Massachusetts Department of Transportation.



Signature
Kathy DeLong, President
Title

COMMONWEALTH OF MASSACHUSETTS

On this 29th day of June, 2017, before me, the undersigned notary public, personally appeared Kathy DeLong [document signer], proved to me through satisfactory evidence of identification, which was/were Known Personally, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



Lynne M. Murphy, Notary

* A producer is an insurance company that provides insurance policies directly, not an insurance agent.

† For Prime or Sub-Contractor companies insured through the voluntary market, this Affidavit must be completed by the insurer or an authorized agent of the insurer.

‡ If the Prime or Sub-Contractor is insured through the involuntary insurance market, a pool, such as the Worker's Compensation Inspection and Rating Bureau, or is otherwise insured they may provide a Certificate of Insurance and this Affidavit which may be signed by an authorized signatory (company officer) of the Prime or the Sub-Contractor.



LYNNE M. MURPHY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 6, 2023