



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Assistant Commissioner

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

Bureau of Traffic
January 11, 2019

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with New Hampshire Logos, L.L.C. of Concord, NH, Vendor # 300429, for the management of the Department's Specific Service (logo) sign program, upon Governor and Council approval for the period of April 1, 2019 to March 30, 2029 with up to two, five-year renewals subject to mutual agreement.

There is no State funding for this contract as New Hampshire Logos will contract directly with participating businesses, attractions and other traffic generators. The Department of Transportation will receive revenue from New Hampshire Logos, L.L.C. to offset the cost to administer the program, including maintaining administrative rules regarding eligibility, reviewing site plans submitted by New Hampshire Logos, L.L.C. and monitoring the performance of the contract.

EXPLANATION

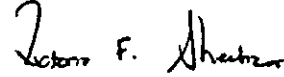
Specific Service or logo signs are guide signs prescribed by the Federal Highway Administration (FHWA) in the Manual on Uniform Traffic Control Devices (MUTCD) for the purpose of providing directional information to specific locations that provide food, gas, lodging, camping and attractions. Prior to the subject contract, the signs were installed and maintained by state forces, primarily along exit ramps, with mainline signs only installed for the attractions category, as there is no general service symbol for "attraction" as there is for the other categories. Recent legislation allows the installation of mainline signs for the remaining categories "south of Concord"; however, state maintenance resources would not be able to install and maintain the additional volume of highway signs without compromising other high priority sign assets. For that reason, the subject contract outsources the Specific Service and Attraction Logo programs to New Hampshire Logos, L.L.C. (NH Logos). The contractor has significant experience administering similar programs in several other states and was the sole respondent of the Request for Proposals (RFP) issued for this project.

The RFP dated June 6, 2018 was released to public notice on June 8, 2018 including notice posted on the Department of Transportation web page listing current Requests for Proposals. The proposal response period closed on August 7, 2018, after a period of sixty (60) calendar days. One (1) proposal was received. In accordance with the RFP, the proposal was reviewed and scored by the selection committee. The award was made to Interstate Logos, L.L.C. doing business as (dba) New Hampshire Logos, L.L.C. based on a score of 94.6 out of 100. The Department believes it to be in the best interest of the State of New Hampshire to accept this proposal 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 (none required). 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,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

W. Lambert Traffic
70 FROM: Specific Service and Attraction Logo Signing RFP Selection Committee
DATE: October 02, 2018
AT (OFFICE): Bureau of Traffic

SUBJECT: Specific Service and Attraction Logo Signing Program

Thru: Dave Rodrigue, P.E. *JMA 10/3/18*
Director of Operations

From TO: William Cass, P.E.
Assistant Commissioner


Approved

10/8/18
Date

RETURN TO: William R. Lambert, P.E.
Administrator,
Bureau of Traffic

MEMORANDUM

In regards to the Specific Service and Attraction Logo Signing Request for Proposal the Department received one proposal from Interstate Logos, LLC. Interstate Logos, LLC's proposal demonstrated that they had conducted a review of the existing program and has created a thorough database of current participants. They have also conducted a review of all interchanges within the State in order to establish the potential for program growth.

On September 10, 2018 representatives from Interstate Logos, LLC met with Department personnel (Bill Cass, Dave Rodrigue, Bill Oldenburg, Mike Servetas, Bill Lambert, Len Russell, Walter Keuenhoff, Shari King, and Peter LaPierre) and Jayne O'Connor (White Mountain Attractions) to introduce themselves and make themselves available for questions.

Major aspects contained within the submitted proposal are as follows:

1. Interstate Logos, LLC will form a subsidiary company New Hampshire Logos, LLC.
2. New Hampshire Logos, LLC will employ an office manager and a market manager.
3. Contract duration will be for 10 years with 2 five year renewals.
4. No fee increases for participants in the Gas, Food, Lodging and Camping categories north of Concord as there will be no change in service.

5. No fee increases for participants in the Attraction category which are established as 501(c)(3), municipal or State owned/operated.
6. No fee increases for participants in the Gas, Food, Lodging categories south of Concord which are unable due to space limitations establish mainline signage.
7. All service categories (including non-501(c)(3) Attractions) south of Concord will be subject to an annual fee of \$2350.00 per mainline sign (plus current \$50.00 annual fee for each ramp sign).
8. Non-501(c)(3) Attractions north of Concord will be subject to an annual fee of \$1750.00 per mainline sign (plus current \$50.00 annual fee for each ramp sign).
9. All fees remain constant for the full 10 years of the contract.
10. Priority in participation will be provided to existing program participants.
11. The Department will receive annually \$50,000.00 or 5% of collected annual participation fees whichever is greater.
12. New Hampshire Logos, LLC will be responsible for all aspect of the Specific Service and Attraction Logo Signing including marketing, erection of structures and maintenance of necessary infrastructure.

The Selection Committee consisted of the following:

Members from NH Department of Transportation

William R. Lambert, P.E.	Administrator Bureau of Traffic
William Oldenburg, P.E.	Assistant Director of Project Development
Walter J. Keuenhoff, Jr.	Sign Maintenance Supervisor
Shari A. King	Supervisor of Outdoor Advertising Control
Len Russell	Bureau of Finance and Contracts

Members from outside of the Department

Victoria Cimino	NH Department of Business and Economics
Jayne O'Connor	White Mountain Attractions
Michael Somers	NH Food & Lodging Association (Absent)

Scoring was based on the following table which also displays the committee members combine score for each category. Individual committee member score sheet are attached with names redacted.

SCORING CATAGORY	MAXIMUM POINT SCORE	INTERSTATE LOGO, LLC SCORE
Background & Experience <i>Prior experience in similar type work</i>	20	19.7
Implementation Plan <i>Organization Chart</i> <i>Schedule</i> <i>Transition Procedure for Existing Participants</i>	10	8.7
Advertising & Marketing <i>Planning</i> <i>Organizing</i> <i>Direct & Control Marketing</i>	10	9.8
Management Plan <i>Operate and Manage</i> <i>Fee Structure</i> <i>Analysis of How Fees Determined</i>	10	8.8
Financial Payment to the Department <i>Compensation to NH DOT</i>	10	7.9
Financial Strength & Ability <i>Strength & Ability to Perform</i>	20	20.0
Transition of Operations <i>Plan to Transition from Contractor Back to NH DOT</i>	20	19.7
TOTAL SCORE	100	94.6

Based upon the committees score Interstate Logos, LLC demonstrated to be a competent and reliable contractor for the Departments Specific Service and Attraction Logo Signing Program.

Committee members raised a couple of comments which we would like to address directly with Interstate Logos, LLC prior to the drafting of an executable contract.

- Should the determination of eligible non-profit attractions be further narrowed so that it includes only those cultural resources with limited resources?
- Would minor increases in the cost of ramp logo panels for food, gas, lodging, and camping north of Concord resulted in measurable reduction in cost for the mainline signs?

cc (after approval): Selection Committee

**Specific Motorist Service Signing (aka Logo's) Proposal
Contractor Score Comparison**

Scoring Category	Maximum Points	Contractor 1	Contractor 2	Contractor 3
		Interstate Logos, LLC dba NH Logos, LLC	NA	NA
Background & Experience Prior Experience in similar type work	20	19.7		
Implementation Plan Organization Chart Schedule Transition Procedure for Existing	10	8.7		
Advertising & Marketing Planning Organizing Direct & Control Marketing	10	9.8		
Management Plan Operate & Manage Fee Struture Analysis of how fees determined Priority in Signage	10	8.8		
Financial Payment to The Department Compensation to the NHDOT	10	7.9		
Financial Strength & Ability Strenth & Ability to perform	20	20.0		
Transition of Operations Plan to transition from Contractor back to NHDOT	20	19.7		
Total Score:	Maximum Score 100	94.6		

**Specific Motorist Service Signing (aka Logo's) Proposal
Proposal Scoring Sheet**

Committee Member 1: _____

Contractor: Interstate Logos LLC dba NH Logos LLC

Scoring Category	Maximum Points	Score
Background & Experience		
Prior Experience in similar type work	20	20
Implementation Plan		
Organization Chart	8	10
Schedule	8	
Transition Procedure for Existing	8	
Advertising & Marketing		
Planning	10	10
Organizing	10	
Direct & Control Marketing	10	
Management Plan		
Operate & Manage	10	10
Fee Struture	8	
Analysis of how fees determined	10	
Priority in Signage	8	
Financial Payment to The Department		
Compensation to the NHDOT	9	10
Financial Strength & Ability		
Strenth & Ability to perform	20	20
Transition of Operations		
Plan to transition from Contractor back to NHDOT	20	20
Total Score:	Maximum Score 100	96.0

**Specific Motorist Service Signing (aka Logo's) Proposal
Proposal Scoring Sheet**

Committee Member 2: _____

Contractor: Interstate Logos LLC dba NH Logos LLC

Scoring Category	Maximum Points	Score
Background & Experience		
Prior Experience in similar type work <input type="text" value="18"/>	20	18.0
Implementation Plan		
Organization Chart <input type="text" value="7"/>	10	7.7
Schedule <input type="text" value="8"/>		
Transition Procedure for Existing <input type="text" value="8"/>		
Advertising & Marketing		
Planning <input type="text" value="10"/>	10	9.3
Organizing <input type="text" value="10"/>		
Direct & Control Marketing <input type="text" value="8"/>		
Management Plan		
Operate & Manage <input type="text" value="10"/>	10	9.3
Fee Struture <input type="text" value="8"/>		
Analysis of how fees determined <input type="text" value="9"/>		
Priority in Signage <input type="text" value="10"/>		
Financial Payment to The Department		
Compensation to the NHDOT <input type="text" value="8"/>	10	8.0
Financial Strength & Ability		
Strenth & Ability to perform <input type="text" value="20"/>	20	20.0
Transition of Operations		
Plan to transition from Contractor back to NHDOT <input type="text" value="19"/>	20	19.0
Total Score:	Maximum Score 100	91.3

**Specific Motorist Service Signing (aka Logo's) Proposal
Proposal Scoring Sheet**

Committee Member 3: _____

Contractor: Interstate Logos LLC dba NH Logos LLC

Scoring Category	Maximum Points	Score
Background & Experience Prior Experience in similar type work <input type="text" value="20"/>	20	20.0
Implementation Plan Organization Chart <input type="text" value="10"/> Schedule <input type="text" value="10"/> Transition Procedure for Existing <input type="text" value="9"/>	10	9.7
Advertising & Marketing Planning <input type="text" value="10"/> Organizing <input type="text" value="10"/> Direct & Control Marketing <input type="text" value="10"/>	10	10.0
Management Plan Operate & Manage <input type="text" value="10"/> Fee Struture <input type="text" value="9"/> Analysis of how fees determined <input type="text" value="10"/> Priority in Signage <input type="text" value="10"/>	10	9.8
Financial Payment to The Department Compensation to the NHDOT <input type="text" value="10"/>	10	10.0
Financial Strength & Ability Strenth & Ability to perform <input type="text" value="20"/>	20	20.0
Transition of Operations Plan to transition from Contractor back to NHDOT <input type="text" value="20"/>	20	20.0
Total Score:	Maximum Score 100	99.5

**Specific Motorist Service Signing (aka Logo's) Proposal
Proposal Scoring Sheet**

Committee Member 4: _____

Contractor: Interstate Logos LLC dba NH Logos LLC

Scoring Category	Maximum Points	Score
Background & Experience Prior Experience in similar type work <input type="text" value="20"/>	20	20.0
Implementation Plan Organization Chart <input type="text" value="8"/> Schedule <input type="text" value="8"/> Transition Procedure for Existing <input type="text" value="9"/>	10	8.3
Advertising & Marketing Planning <input type="text" value="9"/> Organizing <input type="text" value="9"/> Direct & Control Marketing <input type="text" value="9"/>	10	9.0
Management Plan Operate & Manage <input type="text" value="9"/> Fee Struture <input type="text" value="9"/> Analysis of how fees determined <input type="text" value="9"/> Priority in Signage <input type="text" value="10"/>	10	9.3
Financial Payment to The Department Compensation to the NHDOT <input type="text" value="10"/>	10	10.0
Financial Strength & Ability Streth & Ability to perform <input type="text" value="20"/>	20	20.0
Transition of Operations Plan to transition from Contractor back to NHDOT <input type="text" value="20"/>	20	20.0
Total Score:	Maximum Score 100	96.6

**Specific Motorist Service Signing (aka Logo's) Proposal
Proposal Scoring Sheet**

Committee Member 5: _____

Contractor: Interstate Logos LLC dba NH Logos LLC

Scoring Category	Maximum Points	Score
Background & Experience Prior Experience in similar type work <input type="text" value="20"/>	20	20.0
Implementation Plan Organiztion Chart <input type="text" value="10"/> Schedule <input type="text" value="10"/> Transition Procedure for Existing <input type="text" value="10"/>	10	10.0
Advertising & Marketing Planning <input type="text" value="10"/> Organizing <input type="text" value="10"/> Direct & Control Marketing <input type="text" value="10"/>	10	10.0
Management Plan Operate & Manage <input type="text" value="10"/> Fee Struture <input type="text" value="8"/> Analysis of how fees determined <input type="text" value="10"/> Priority in Signage <input type="text" value="10"/>	10	9.5
Financial Payment to The Department Compensation to the NHDOT <input type="text" value="10"/>	10	10.0
Financial Strength & Ability Strenth & Ability to perform <input type="text" value="20"/>	20	20.0
Transition of Operations Plan to transition from Contractor back to NHDOT <input type="text" value="20"/>	20	20.0
Total Score:	Maximum Score 100	99.5

**Specific Motorist Service Signing (aka Logo's) Proposal
Proposal Scoring Sheet**

Committee Member 6: _____

Contractor: Interstate Logos LLC dba NH Logos LLC

Scoring Category	Maximum Points	Score
Background & Experience		
Prior Experience in similar type work	20	20.0
Implementation Plan		
Organization Chart	8	8.0
Schedule	8	
Transition Procedure for Existing	8	
Advertising & Marketing		
Planning	10	10.0
Organizing	10	
Direct & Control Marketing	10	
Management Plan		
Operate & Manage	8	8.0
Fee Structure	8	
Analysis of how fees determined	8	
Priority in Signage	8	
Financial Payment to The Department		
Compensation to the NHDOT	8	8.0
Financial Strength & Ability		
Strength & Ability to perform	20	20.0
Transition of Operations		
Plan to transition from Contractor back to NHDOT	19	19.0
Total Score:	Maximum Score 100	93.0

**Specific Motorist Service Signing (aka Logo's) Proposal
Proposal Scoring Sheet**

Committee Member 7: _____

Contractor: Interstate Logos LLC dba NH Logos LLC

Scoring Category	Maximum Points	Score
Background & Experience		
Prior Experience in similar type work	20	20
Implementation Plan		
Organization Chart	9	10
Schedule	9	
Transition Procedure for Existing	9	
Advertising & Marketing		
Planning	10	10
Organizing	10	
Direct & Control Marketing	10	
Management Plan		
Operate & Manage	10	10
Fee Struture	0	
Analysis of how fees determined	10	
Priority in Signage	8	
Financial Payment to The Department		
Compensation to the NHDOT	0	10
Financial Strength & Ability		
Strenth & Ability to perform	20	20
Transition of Operations		
Plan to transition from Contractor back to NHDOT	20	20
Total Score:	Maximum Score 100	86.0

**Specific Motorist Service Signing (aka Logo's) Proposal
Proposal Scoring Sheet**

Committee Member: ABSENT

Contractor: Interstate Logos LLC dba NH Logos LLC

Scoring Category	Maximum Points	Score
Background & Experience Prior Experience in similar type work <input type="text"/>	20	
Implementation Plan Organization Chart <input type="text"/> Schedule <input type="text"/> Transition Procedure for Existing <input type="text"/>	10	
Advertising & Marketing Planning <input type="text"/> Organizing <input type="text"/> Direct & Control Marketing <input type="text"/>	10	
Management Plan Operate & Manage <input type="text"/> Fee Struture <input type="text"/> Analysis of how fees determined <input type="text"/> Priority in Signage <input type="text"/>	10	
Financial Payment to The Department Compensation to the NHDOT <input type="text"/>	10	
Financial Strength & Ability Strength & Ability to perform <input type="text"/>	20	
Transition of Operations Plan to transition from Contractor back to NHDOT <input type="text"/>	20	
<p align="center">Total Score:</p>	Maximum Score 100	

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NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION

BUREAU OF TRAFFIC

REQUEST FOR PROPOSAL

**SPECIFIC SERVICE AND ATTRACTION LOGO
SIGNING PROGRAM**

2018

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REQUEST FOR PROPOSAL

SPECIFIC SERVICE AND ATTRACTION LOGO SIGNING PROGRAM

GENERAL INFORMATION FOR THE CONTRACTOR

1-1 Purpose

This Request for Proposal (RFP) provides the prospective Contractor, hereafter referred to as the CONTRACTOR, with information to enable preparation of proposal for administering all aspects of a Specific Service and Attraction Logo Signing Program in accordance with established rules by the New Hampshire Department of Transportation (items 1 and 2 below) on selected portions of the Interstate, Turnpike and other limited access divided highway systems. Program administration includes, but is not limited to fabrication, erection, maintenance, marketing and rental of specific service signs to direct motorist with directional information to eligible business establishments offering; food, gas, lodging, camping and attraction services.

1. Appendix A - PART Tra 310 LOGO SIGNING PROGRAM FOR SPECIFIC SERVICES
2. Appendix B - PART Tra 310A ATTRACTION LOGO SIGNING FOR ESTABLISHED LOCATIONS

1-2 Project Description

The New Hampshire Department of Transportation (NHDOT), hereafter referred to as the DEPARTMENT, is seeking proposals from firms or individuals capable of administering a statewide Specific Service Logo Signing Program. This program encompasses services for the following:

1. Specific service logo (gas, food, lodging and camping) signage on all ramps of I-89, I-93, I-95, I-293, I-393, F. E. Everett Turnpike, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.
2. Specific service logo (gas, food, lodging and camping) signage on the mainlines of I-89 from south of and including Exit 2, I-93 south of and including Exit 17, all mainlines of I-95, I-293, I-393, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.

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3. Attraction logo signage on all ramps and mainlines of I-89, I-93, I-95, I-293, I-393, F. E. Everett Turnpike, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.

The DEPARTMENT reserves the right to disallow an interchange or ramp for signage based on construction activities, ramp configuration and/or congestion of other official traffic control devices.

The DEPARTMENT reserves the right to expand the scope of this program to include additional mainline and/or ramps under the same terms and conditions at any time within the CONTRACT period.

1-3 Installation Process

Prior to the installation of any sign assembly, the CONTRACTOR shall obtain approval from the DEPARTMENT of the locations of all signs to be installed on mainlines and ramps. Approval may require the CONTRACTOR to relocate existing motorist service signs and other official guide and traffic signs at the CONTRACTOR's expense. All installations shall be in accordance with specifications and standards developed by the DEPARTMENT and in accordance with the Manual on Uniform Traffic Control Devices, hereafter referred to as the MUTCD.

1-4 Buy Out of Certain Existing Sign Assemblies

The CONTRACTOR shall buy out any remaining cost balance for installations which were previously privately funded by private or public entities which entered into agreement with the DEPARTMENT.

Agreements with the DEPARTMENT as of April 1, 2018 are:

1. Tanger Outlets, Tilton NH - \$20,200.00
2. Premium Outlets of Merrimack, Merrimack NH - \$29,500.00

1-5 Schedule

Implementation of the proposal and installation of signs shall begin on a mutually agreed date after the execution of the contract.

1-6 Contract Duration

Initial contract shall be for ten (10) years and may be extended up to two (2) additional five-year terms by mutual agreement of the parties.

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1-7 Administrative Payment

The CONTRACTOR shall propose a percentage of all fees collected from participants that it deems fair and equitable to the DEPARTMENT.

The frequency date(s) of payment to the DEPARTMENT (i.e. monthly, quarterly, annually) shall be mutually agreed upon and specified in the final contract.

1-8 Contract Award

Contract award will be determined by the DEPARTMENT based on the CONTRACTOR whose proposal is the most advantageous to the State based on evaluation of the proposal under Section 1-17.

The contract entered into as a result of this RFP will be at no financial obligation to the DEPARTMENT.

In reviewing Proposals, the DEPARTMENT reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).
- Negotiations may be undertaken with the CONTRACTOR whose proposal shows them to be most qualified, responsible and capable of performing the work.

If the DEPARTMENT decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

The DEPARTMENT will require the successful bidder to execute a Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Form Number P-37 (version 5/18/15).

The DEPARTMENT may consider modifications of this form during negotiations. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The DEPARTMENT will review requested

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exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Proposer's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

1-9 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the DEPARTMENT to award a Contract. The DEPARTMENT reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

1-10 Incurring Costs

By submitting a Proposal, a Proposer agrees that in no event shall the DEPARTMENT be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

1-11 Response Date

Responders are to submit four (4) copies of their proposal. Proposals must be sealed and will be accepted until 2:30 p.m. eastern standard time on August 7, 2018, at the following location:

Mailing Address	Physical Address & Delivery Hours
NH Department of Transportation Bureau of Traffic PO Box 483 Concord NH 03302	NH Department of transportation Bureau of Traffic 18 Smokey Bear Blvd Concord NH 03301 8:00 am to 2:30 pm

No proposals will be accepted after the time specified. No electronic or facsimile transmissions will be accepted. Proposals received after the deadline will be stamped for time and date and returned unopened.

Timely receipt of the proposals will be determined by the date and time the proposal is received at the address specified. Hand delivery is encouraged to assure timely receipt.

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All proposals must be in sealed packaging and clearly marked. No submittals will be opened prior to 2:30 p.m. eastern standard time on August 7, 2018.

1-12 Addenda to the Request for Proposal

The DEPARTMENT reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the DEPARTMENT, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

1-13 Inquiries

Inquiries may be submitted by mail or e-mail to:

William R. Lambert, Administrator
NHDOT
Bureau of Traffic
PO Box 483
Concord NH 03302-0483
William.lambert@dot.nh.gov

No inquiries will be accepted after 2:30 p.m. eastern standard time on July 31, 2018.

1-14 Proposals

The proposal shall include as a minimum:

1. A work plan detailing how the CONTRACTOR will implement the program, including a proposed implementation schedule and marketing strategy.
2. A work plan detailing the ongoing administration of the project subsequent to implementation including:
 - a. Terms and conditions for program participants including basis of termination of contract with participants.
 - b. Minimum number of participants at an interchange required prior to CONTRACTOR installing assemblies.
 - c. Priority for participation between eligible businesses.
 - d. Plan regarding existing participating businesses.
3. A proposed marketing plan, subject to final approval by the DEPARTMENT.
4. Description of the CONTRACTOR's organization with regards to this contract including an organizational chart.

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5. Previous experience which would qualify the CONTRACTOR to successfully administer this program.
6. A proposed schedule of all fees for services which the CONTRACTOR will charge participants including an analysis of how fees have been determined. The schedule of all fees shall include but not be limited to:
 - a. Participation
 - b. Covering and uncovering
 - c. Sign Panel replacement
 - d. Sign Panel maintenance activities
7. A financial statement, not more than 12 months old, prepared by a certified public accountant.
8. Any other data which may be useful to the DEPARTMENT in evaluating the CONTRACTOR's capability to perform satisfactorily.
9. How the CONTRACTOR will determine the rate of any fee increases for the duration of the contract.
10. A transition of operations plan that specifies how assets will be transferred to the State at the conclusion of the contract.

1-15 Acceptance of Proposal Content

The contents of the proposal of the successful CONTRACTOR shall become the basis for a contract between the Department and Contractor. Failure of the successful CONTRACTOR to accept these obligations may result in the DEPARTMENT terminating negotiations.

1-16 Oral Presentation

Selected CONTRACTOR(S) may, at the sole discretion of the DEPARTMENT, be required to make an oral presentation of their proposal. The presentation will provide an opportunity for the CONTRACTOR to clarify the proposal to insure thorough mutual understanding.

Attendance at the oral presentation will be restricted to representatives of the CONTRACTOR and DEPARTMENT staff.

1. The CONTRACTOR may use audio-visual aids. If any equipment is needed for the presentation, it will be the CONTRACTOR'S responsibility to provide these items.

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2. Introduction of new material in the course of an oral presentation may constitute grounds for rejecting the written proposal as incomplete or informal. Brochures, forms or other items mentioned in the proposal shall not constitute new material.
3. The DEPARTMENT reserves the right to record oral presentations for its exclusive review in the course of the proposal selection process. Any recording of oral presentations shall become the exclusive property of the DEPARTMENT.
4. The DEPARTMENT shall schedule the oral presentations.

1-17 Proposal Evaluation

A selection committee will review the proposals for the DEPARTMENT and will recommend to the Commissioner of Transportation the CONTRACTOR they believe is most advantageous to the state.

1. The selection committee shall consist of the following;
 - a. The administrator of the Bureau of Traffic / Traffic Engineer
William R. Lambert or proxy
 - b. A representative from the Commissioner of the DEPARTMENT
To be determined
 - c. The Bureau of Traffic Sign Maintenance Supervisor
Walter J. Keuenhoff Jr. or proxy
 - d. The Bureau of Traffic Supervisor of Outdoor Advertising Control
Shari A. King or proxy
 - e. The Bureau of Finance and Contracts
Len Russell or proxy
 - f. A representative from the Department of Business and Economic
Affairs
Victoria Cimino or proxy
 - g. A representative of the New Hampshire Food & Lodging Association
Mike Somers or proxy
 - h. A representative from White Mountain Attractions
Jayne O'Connor or proxy

The selection committee will evaluate the proposals based on the following criteria grouping.

1. Background and experience (20%).
 - a. Prior experience in administering a specific service signing program or similar type work.

2. Implementation Plan (10%).
 - a. Organization chart, schedule and transition procedure for existing participants.
3. Advertising and Marketing Sales Strategy (10%).
 - a. How CONTRACTOR will plan, organize, direct and control marketing.
4. Management plan for the program (10%).
 - a. How CONTRACTOR plans to operate and manage the program, fee for participants including an analysis of how fees have been determined by the CONTRACTOR and priority in signage.
5. Financial payment to the DEPARTMENT (10%).
 - a. Amounts and methodology of how the CONTRACTOR plans to financially compensate the DEPARTMENT including schedule of payment(s) and calculation method(s).
6. Financial strength and ability (20%).
 - a. Ability of the CONTRACTOR to be financially stable and to perform the task including past experiences of a similar nature.
7. Transition of operations plan (20%).
 - a. Plan the CONTRACTOR develops for the end of the contract period for the transfer of administration, maintenance, and ownership of structures back to the DEPARTMENT.

1-18 Execution of Contract and Surety Performance Bond

1. The successful CONTRACTOR to whom the contract is awarded shall execute the contract and return it to the DEPARTMENT along with a fully executed Performance Bond, within (30) days after receipt of notification of award.
2. Failure of the CONTRACTOR to execute the contract and to file an acceptable Performance Bond within the time set forth above shall be just cause for cancellation of the award. Under such circumstances, the DEPARTMENT will then either award the contract to another CONTRACTOR that submitted a proposal, or re-advertise for proposals as it may decide.

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1-19 Prime CONTRACTOR Responsibilities

The CONTRACTOR will be responsible for all services offered in the proposal whether or not they possess them within their organization. Further, the DEPARTMENT will consider the CONTRACTOR to be the sole point of contact with regard to contractual matters.

1-20 Project Control

1. The CONTRACTOR will perform the work under the guidance of a Project Manager named by the DEPARTMENT.
2. The Project Manager will meet as required with the CONTRACTOR for the purpose of reviewing progress and providing necessary guidance with the CONTRACTOR in solving problems which may arise.

1-21 Miscellaneous Provisions

1. Non-Collusion

The CONTRACTOR's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

2. Property of the Department

All material received in response to this RFP shall become the property of the DEPARTMENT and will not be returned to the proposer. Upon Contract award, the DEPARTMENT reserves the right to use any information presented in any Proposal.

3. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the DEPARTMENT will be grounds for disqualification.

4. Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the DEPARTMENT will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to Governor & Executive Council pursuant to this RFP, the DEPARTMENT will post the name, rank or score

of each proposer. In the event that the contract does not require Governor & Executive Council approval, the DEPARTMENT shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

The content of each CONTRACTOR's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the DEPARTMENT, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the CONTRACTOR of information it believes exempt does not have the effect of making such information exempt. The DEPARTMENT will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, CONTRACTOR pricing will be subject to disclosure upon approval of the contract. The DEPARTMENT will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the DEPARTMENT to view portions of a Proposal that the CONTRACTOR has properly and clearly marked confidential, the Agency will notify the CONTRACTOR of the request and of the date the DEPARTMENT plans to release the records. By submitting a Proposal, CONTRACTORS agree that unless the CONTRACTOR obtains a court order, at its sole expense, enjoining the release of the requested information, the DEPARTMENT may release the requested information on the date specified in the DEPARTMENT's notice without any liability to the CONTRACTORS.

5. Ethical Requirements

From the time this RFP is published until a contract is awarded, no CONTRACTOR shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any CONTRACTOR that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any CONTRACTOR who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified

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from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A CONTRACTOR that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

6. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the DEPARTMENT at least ten(10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the CONTRACTOR is deemed to have waived any challenges to the form or procedures set forth in this RFP.

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APPENDIX A

The DEPARTMENT reserves the right to edit, append or otherwise amend Tra 310 at any time.

PART Tra 310 LOGO SIGNING PROGRAM FOR SPECIFIC SERVICES

Tra 310.01 Purpose.

- (a) The purpose of these rules is to describe the qualifications logo sign panels displaying information about specific services for gas, food, lodging, and camping.
- (b) These rules implement state law found at RSA 230:49, and a federal regulation entitled the "Manual on Uniform Traffic Control Devices (MUTCD)", adopted by the Federal Highway Administration (FHWA) in accordance with 23 U.S.C. 101 (a), 104, 109(d), 114 (a), 217, 315, and 402(a); 23 CFR 1.32 and 49 CFR 1.48 (b), as amended. The manual is found at 23 CFR Part 655 Subpart F Sec. 655.601(a), and is available at the FHWA website at <http://mutcd.fhwa.dot.gov>. The electronic version posted on the MUTCD website is the official FHWA publication. These rules also incorporate material found in a companion document entitled, "Standard Highway Signs Book" found at http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm.
- (c) Pursuant to RSA 236:1, RSA 230:49, RSA 265:22, RSA 41:11, RSA 47:17, and RSA 236:84, the portions of the most recent edition of the "MUTCD", dealing with specific service signs are adopted by the Commissioner to establish the standards for traffic control and use of the right of way in New Hampshire.

Tra 310.02 Scope.

Specific service signs and logo sign panels are permitted by Chapter 2J of the Manual on Uniform Traffic Control Devices (MUTCD). These rules encompass specific service signing for the following locations:

- (a) Specific Service (gas, food, lodging and camping) signage on all ramps of I-89, I-93, I-95, I-293, I-393, F. E. Everett Turnpike, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.
- (b) Specific Service (gas, food, lodging and camping) signage on the mainlines of I-89 from south of and including Exit 2, I-93 south of and including Exit 17, all mainlines of I-95, I-293, I-393, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.

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Tra 310.03 Definitions.

- (a) "Bureau" means the Bureau of Traffic within the New Hampshire Department of Transportation.
- (b) "Closed" means that the qualifying activity shown in the text of the sign is not open for use by the road user, regardless of the fact that other activities at the business are still in operation, including but not limited to viewing for future sales or usage, maintenance activities, acceptance of deliveries, or services available by chance or appointment, unless otherwise specified in Tra 310.
- (c) "Limited access highway" means a highway especially designed for through traffic and over, from, or to which owners or occupants of abutting land or other persons have no right or easement or only a limited right or easement of access, light, air, or view by reason of the fact that their property abuts on such limited access highway or for any other reason, to which the means of ingress and egress is limited to interchange ramps.
- (d) "Logo sign panel" means a specific service sign panel that identifies an establishment's trademark or name, or both, and attached to a specific service sign assembly.
- (e) "Managing Contractor" means the private entity contracted with the department to manage and operate the specific service and attraction logo sign program.
- (f) "Manual on Uniform Traffic Control Devices" (MUTCD) means the most recent edition of the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration (FHWA) in accordance with 23 U.S.C. 101 (a), 104, 109(d), 114 (a), 217, 315, and 402(a); 23 CFR 1.32 and 49 CFR 1.48 (b), as amended.
- (g) "Motorist-oriented business" means any one of those businesses determined as eligible under these rules.
- (h) "On-site" means located on the service premises.
- (i) "Seasonal" means a service that is open at least 6 consecutive months, at least 3 of which are on a full time basis.
- (j) "Specific service sign assembly" means the structure and sign face on which one or more Logo sign panel are attached and which is erected along an off-ramp or mainline to direct road users to a particular service(s).
- (k) "Trailblazing" means one or more signs designed to direct the motorist from the point of installation of a logo sign panel through intermediate traffic movements to the premises depicted on the logo sign panel.

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- (l) "Urban area" means an area as delineated on the urban area boundary maps on file with the Department and as established by the Commissioner and responsible local officials of the State of New Hampshire, and which have been approved by the secretary of the United States Department of Transportation or his/her designee.

Tra 310.04 No Variation from National Standards.

Because the MUTCD specifies the national standard for specific service sign assemblies and logo sign panels, the provisions of any municipal ordinance shall not be recognized or enforced.

Tra 310.05 Specific Service Signs; Placement.

- (a) Pursuant to RSA 236:1 and the MUTCD, the Commissioner or its managing contractor shall establish, relocate, or remove specific service signs on limited access facilities in New Hampshire that do not comply with Tra 310.
- (b) No specific service sign assembly shall contain more than 6 logo sign panels.
- (c) No more than 3 types of qualifying services shall be represented on a specific service sign assembly.
- (d) No service type shall appear on more than one specific service sign assembly at a single interchange.
- (e) No establishment shall be represented on more than one logo sign panel at a single interchange, even if such applicant offers more than one type of eligible service.
- (f) The number of specific service signs along an interchange ramp, regardless of the number of service types displayed, shall be limited to a maximum of 4. In the direction of traffic, successive specific service signs shall be for camping, lodging, food, and gas services, in that order. In the event that the interchange is maintaining an attraction logo sign assembly the maximum number of specific service signs shall be reduced to 3.
- (g) A specific service sign shall display:
 - (1) The legend "GAS", "FOOD", "LODGING" or "CAMPING";
 - (2) Appropriate distance information rounded to the nearest mile and directional arrow(s); and
 - (3) The related logo sign panels.

Tra 310.06 Maximum Distance.

The maximum distance an eligible service may be located from the ramp terminus is established by RSA 230:49 and is as indicated in Table 310-1.

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- (a) For each category of service, the business location closest to the end of the exit ramp shall be given priority for a logo sign panel.
- (b) If the number of qualifying business locations seeking a logo sign panel at an interchange exceeds the spaces available, one or more permit holders shall be required to remove their logo sign panel(s) from an existing specific service sign assembly in accordance with criteria established in Tra 310.22.
- (c) The maximum distance that the service establishment shall be located from the end of an off-ramp is:

Table 310-1 Maximum Distance Allowable

Service	Rural Ramp	Urban Ramp
Gas	3 miles	1 mile
Food	3 miles	1 mile
Lodging	3 miles	1 mile
Camping	5 miles	5 miles

- (d) The distances noted in (c) above shall be waived by the managing contractor at an individual ramp location for a business location that otherwise qualifies under Tra 310 if:
 - (1) There is room for the logo sign panel on an existing assembly at the interchange; and
 - (2) The actual distance to the qualifying business location will not result in confusion or unreasonable inconvenience to the road user.

Tra 310.07 Interchange Eligibility Criteria.

- (a) The following criteria shall be used when determining whether a particular interchange or exit ramp has physical characteristics capable of supporting logo signage without detriment to motorist safety:
 - (1) Sufficient length exists along the exit ramp to permit proper sight distance between logo signs or official signs, or both;
 - (2) In instances of curvature, ramp curvature does not interfere with sight distances necessary for motorists to view the signs;
 - (3) Whether there are other sight distance restrictions which impede the safe and orderly flow of traffic or restrict a motorist's ability to respond to official guide, warning, or regulatory sign(s); and

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- (4) Whether there are any other geometric limitations or space restrictions, including, but not limited to, situations at interchanges which exit onto traffic circles or access toll facilities which may negatively impact the safety of the traveling public.
- (b) Interchanges with other limited access divided highways shall not be eligible for specific service signs.
- (c) In addition to the criteria set forth in (a) and (b) above, logo signs shall be prohibited at interchanges or exit ramps where one or more of the following conditions exist:
 - (1) An area of high traffic congestion, including, but not limited to:
 - a. Within a central business district; or
 - b. A location where long traffic delays frequently occur;
 - (2) A location where long sections of bridge structure, retaining wall, or installations of noise barriers limit the placement of ground-mounted logo signing;
 - (3) A location where the installation of logo signs would interfere with safety, including but not limited to, maintenance of traffic flow.
- (d) At interchanges or exit ramps where limitations outlined in Tra 310.07(a) through (c) preclude the installation of a full complement of all authorized logo sign panels, meaning 6 panels per type of motorist service, a partial number of signs shall be allowed so long as the safety and convenience of the traveling public can be maintained based on the criteria in Tra 310. The total number of allowable signs shall be based upon a sequential priority of services as follows: gas, food, lodging, and camping. Initial installation of lower priority signs shall be allowed until a request for a higher priority service is made and approved.

Tra 310.08 Eligible Services.

- (a) All services shall show that it possesses any license required by state law or municipal ordinance to provide the service.
- (b) Gas services shall provide the following during all hours of operation:
 - (1) Offer for sale on the premises motor oil, water, and at least 2 grades of motor fuel;
 - (2) Be open for business continuously from at least 8:00 am to 6:00 pm at least 6 days per week;
 - (3) Sanitary restroom facilities intended and signed for public use; and

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- (4) An on-premise attendant, or person who is available, to take money, make change, and provide access to the required facilities.
- (c) Food services shall provide the following during all hours of operation:
- (1) Indoor seating for at least 20 patrons at tables, counters, or a combination of both which is designated for the exclusive use of the applicant;
 - (2) Continuous service hours which shall cover a minimum of 2 of the standard meals of breakfast, lunch, or dinner, at least 6 days per week.
 - (3) Sanitary restroom facilities for public use; and
 - (4) If located in a structure together with establishments other than the food service, including, but not limited to a mall, plaza, or complex:
 - a. An entrance leading directly to the food service establishment clearly marked along the intersecting highway;
 - b. Additional trailblazing signage inside the mall, plaza, or complex, directing to the entrance of the food service establishment, if the direct entrance to the establishment is not visible from the intersecting highway;
 - c. A clearly marked entrance to the food service establishment, signed on the outside of the structure;
 - d. Access to the food service establishment without having to pass through an unrelated service not eligible for a logo sign, provided that a gift shop or area operated as an accessory part of the food service establishment shall not be considered an unrelated service; and
 - e. A logo sign panel that does not contain a trade name, trademark, or information unrelated to the specific business name under which the food service commonly operates.
- (d) A lodging service shall:
- (1) However styled, provide the following during all hours of operation:
 - a. Overnight accommodations 7 nights per week during its operating season;
 - b. Bathing facilities for patrons;

- c. On-site parking, or valet parking services, for all patrons;
- (2) If styled as a hotel, motel, inn, or cabin, provide a minimum of 10 separate sleeping rooms offered individually for rent to the public;
 - (3) If styled as a "bed and breakfast":
 - a. Provide a minimum of 3 separate sleeping rooms offered individually for rent to the public;
 - b. Offer one or more meals to guests in a dining area separate from the sleeping rooms; and
 - c. Be principally engaged in the business activity of providing overnight lodging;
 - (4) However styled, that contains units owned on a timeshare basis by a person or entity other than the applicant, in addition to the requirements of (d)(1) above:
 - a. Provide written assurance to the Bureau that 10 or more units are identified each day as available for the overnight accommodation of a traveler who is not a timeshare guest or has not pre-registered at the facility;
 - b. Be a facility subject to the terms and regulations of RSA 353, and
 - c. Be a facility registered with the Department of Revenue Administration for the collection of meals and rentals tax due and owing to the state.
- (e) Camping services shall provide the following during all hours of operation:
- (1) A minimum of 10 individually marked campsites available on a first-come, first-served basis to road users, provided that parking lots, service areas, holding areas, and campsites offered for seasonal rental shall not be considered as campsites for this criteria;
 - (2) Sanitary rest room and bathing facilities to patrons during all seasons of operation;
 - (3) A supply of drinking water to patrons;
 - (4) If the camping facility contains units owned on a timeshare basis by a person or entity other than the applicant, in addition to the requirements of (1) – (3) above;

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- a. Provide written assurance to the Bureau that 10 or more units are identified each day as available for the overnight accommodation of a traveler who is not a timeshare guest or is not pre-registered at the facility; and
- b. Be a facility registered with the Department of Revenue Administration for the collection of meals and rentals tax due and owing to the state.

Tra 310.09 Seasonal Businesses; Coverage of Logo Panels.

The logo sign panel of a seasonal business shall be covered for the time period in which the business is closed for any period greater than 3 consecutive weeks.

Tra 310.10 Requirements for Supplemental Signing and Trailblazing.

- (a) If a service location is not located on the highway intersecting the end of the ramp, a trailblazing sign or signs shall be required as a condition prior to the installation of the business' logo sign panel.
- (b) Trailblazing signage shall consist of or coordinate with other legal supplemental signing programs, including but not limited to, tourist oriented directional signs and outdoor advertising permitted pursuant to RSA 236:72, rules of the Department, and municipally regulated sign programs.

Tra 310.11 Administrative Management.

- (a) Unless otherwise specified in these rules the administrative management of logo panels shall be as prescribed by contractual agreement between department and the managing contractor.

Tra 310.12 Hearings.

- (a) The location, size, materials, and criteria for installation of specific service sign assemblies and directional or supplemental messages are within the sole discretion of the Commissioner of the Department pursuant to RSA 236:1 and are not subject to review in the administrative hearings process.
- (b) Administrative actions conducted by the managing contractor shall be as prescribe by the managing contractor as approved by the department and not subject to review in the administrative hearings process.
- (c) The denial of an application for a logo sign panel or termination or revocation of an existing logo sign panel permit may be appealed to department by filing a request for a hearing.

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- (d) Requests for hearing shall be submitted in writing to: "Hearing Examiner, NH Department of Transportation, P.O. Box 483, Concord, NH 03302-0483".
- (e) Requests for hearings shall be filed within 20 calendar days of the date the letter of denial or removal notification is received by the applicant or permit holder.

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APPENDIX B

The DEPARTMENT reserves the right to edit, append or otherwise amend Tra 310A at any time.

PART Tra 310A ATTRACTION LOGO SIGNING FOR ESTABLISHED LOCATIONS

Tra 310A.01 Purpose.

- (a) The purpose of these rules is to describe the process used to establish an attraction logo panel on a pre-existing attraction logo assembly.
- (b) These rules implement state law found at RSA 230:49, and a federal regulation entitled the "Manual on Uniform Traffic Control Devices (MUTCD)", adopted by the Federal Highway Administration (FHWA) in accordance with 23 U.S.C. 101 (a), 104, 109(d), 114 (a), 217, 315, and 402(a); 23 CFR 1.32 and 49 CFR 1.48 (b), as amended. The manual is found at 23 CFR Part 655 Subpart F Sec. 655.601 (a), and is available at the FHWA website at <http://mutcd.fhwa.dot.gov>. The electronic version posted on the MUTCD website is the official FHWA publication. These rules also incorporate material found in a companion document entitled, "Standard Highway Signs Book" found at http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm.
- (c) Pursuant to RSA 236:1, RSA 230:49, RSA 265:22, RSA 41:11, RSA 47:17, and RSA 236:84, the portions of the most recent edition of the "Manual on Uniform Traffic Control Devices," dealing with specific service signs are adopted by the Commissioner to establish the standards for traffic control and use of the right of way in New Hampshire.

Tra 310A.02 Scope.

Attraction logo signs are classified as specific service signs and therefore are permitted by Chapter 2J of the Manual on Uniform Traffic Control Devices (MUTCD). Pursuant to RSA 230:49, a logo sign panel can only be erected upon a specific service sign located in New Hampshire on a multi-lane divided limited access highway, and their related facilities. Specific service signs are not to be deemed as advertising, but rather serve the purpose of providing road users with business identification and directional information.

Tra 310A.03 Definitions.

- (a) "Advertising device" means "advertising device" as defined in RSA 236:70, I.
- (b) "Attraction" means any one of those establishments determined as eligible under Tra 310A.07 for an attraction logo sign panel.
- (c) "Attraction logo sign assembly" means the structure to which one or more logo sign panels are attached and which is erected along an interstate, turnpike or other divided limited access highway or its off-ramp to direct road users to a particular attraction(s).

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- (d) "Attraction logo sign panel" means a specific attraction sign panel provided by a service to identify the service's trademark or name, or both, and attached to an attraction logo sign assembly.
- (e) "Bureau" means the Bureau of Traffic within the New Hampshire Department of Transportation.
- (f) "Closed" means that the qualifying activity shown in the text of the sign is not open for use by the road user, regardless of the fact that other activities at the business are still in operation, including but not limited to viewing for future sales or usage, maintenance activities, acceptance of deliveries, or services available by chance or appointment, unless otherwise specified in Tra 310A.
- (g) "Erect" means "erect" as defined in RSA 236:70, IX.
- (h) "Limited access highway" means a highway especially designed for through traffic and over, from, or to which owners or occupants of abutting land or other persons have no right or easement or only a limited right or easement of access, light, air, or view by reason of the fact that their property abuts on such limited access highway or for any other reason, to which the means of ingress and egress is limited to interchange ramps.
- (i) "Managing Contractor" means the private entity contracted with the department to manage and operate the specific service and attraction logo sign program.
- (j) "Manual on Uniform Traffic Control Devices" (MUTCD) means the most recent edition of the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration (FHWA) in accordance with 23 U.S.C. 101 (a), 104, 109(d), 114 (a), 217, 315, and 402(a); 23 CFR 1.32 and 49 CFR 1.48 (b), as amended.
- (k) "On-site" means located on the service premises.
- (l) "Seasonal" means a service that is open at least 6 consecutive months, at least 3 of which are on a full time basis.
- (m) "Specifications" means signing standards as set forth in Tra 310A.10.
- (n) "Trailblazing" means one or more signs designed to direct the motorist from the point of installation of an attraction logo sign panel through intermediate traffic movements to the premises depicted on the logo sign panel.
- (o) "Urban area" means an area as delineated on the urban area boundary maps on file with the Department and as established by the Commissioner and responsible local officials of the State of New Hampshire, and which have been approved by the secretary of the United States Department of Transportation or his/her designee.

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- (p) "Visible" means capable of being seen, whether or not legible, without visual aid by a person of natural acuity.

Tra 310A.04 No Variation from National Standards.

Because the national standard for attraction logo sign assemblies and logo sign panels are deemed as specific service sign assemblies and sign panels within the MUTCD, the Department shall not recognize or enforce any provision of any municipal ordinance that seeks to change or vary the specifications for such signs.

Tra 310A.05 Attraction Logo Signs; Placement.

- (a) Pursuant to RSA 236:1 and the MUTCD, the Commissioner or its managing contractor shall establish, relocate, or remove attraction logo signs on limited access facilities in New Hampshire that do not comply with Tra 310A.
- (b) No attraction logo sign assembly shall contain more than 6 logo sign panels.
- (c) No attraction shall appear on more than one attraction logo sign assembly at a single interchange.
- (d) No establishment shall be represented on both an attraction logo and a specific service logo sign assembly, even if such applicant offers more than one type of eligible service.
- (e) No attraction shall be represented on more than one attraction logo sign assembly in any one direction along the same highway.
- (f) Attractions shall qualify only from the closest or most direct interchange in any one direction of travel.

Tra 310A.06 Interchange Eligibility Criteria.

- (a) The following criteria shall be used when determining whether a particular interchange or exit ramp has physical characteristics capable of supporting attraction logo sign assemblies without detriment to motorist safety:
 - (1) Sufficient length exists along the exit ramp to permit proper sight distance between logo assemblies or official signs, or both;
 - (2) In instances of curvature, ramp curvature does not interfere with sight distances necessary for motorists to view the signs;
 - (3) Whether there are other sight distance restrictions which impede the safe and orderly flow of traffic or restrict a motorist's ability to respond to official guide, warning, or regulatory sign(s); and

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- (4) Whether there are any other geometric limitations or space restrictions, including, but not limited to, situations at interchanges which exit onto traffic circles or access toll facilities which may negatively impact the safety of the traveling public.
- (b) Interchanges with other limited access divided highways shall not be eligible for specific service signs.
- (c) In addition to the criteria set forth in (a) and (b) above, logo signs shall be prohibited at interchanges or exit ramps where one or more of the following conditions exist:
 - (1) An area of high traffic congestion, including, but not limited to:
 - a. Within a central business district; or
 - b. A location where long traffic delays frequently occur;
 - (2) A location where long sections of bridge structure, retaining wall, or installations of noise barriers limit the placement of ground-mounted logo signing;
 - (3) A location where the installation of logo signs would interfere with safety, including but not limited to, maintenance of traffic flow.

Tra 310A.07 Eligible Services.

- (a) Attraction services shall be limited to:
 - (1) Theaters which:
 - a. Are an indoor or outdoor facility whose primary business activity is providing a program of film, live theater, dance, or musical arts to the public; and
 - b. Offer a program on a schedule that is posted at the facility and advertised to the public; with an opportunity for the public to purchase admission.
 - (2) Museums which:
 - a. Primary purpose is the display photos, artifacts, or other items of historical, community, literary, artistic, or operational significance, together with educational, interpretive or explanatory pamphlets, signs panels or guides; and

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- b. Maintain the display in a room or area separate from any other activity conducted on the premises, including accessory retail sales of items related to the museum's display.

(3) Scientific/Geological which:

- a. Display a unique or unusual natural, geological or scientific phenomena or site, together with educational, interpretive or explanatory pamphlets, sign panels, or guides; and
- b. Offer the display in a room or area separate from any other activity conducted on the premises, including accessory retail sales of items related to the site's display.

(4) Historical Sites which:

- a. Primary purpose is the preservation of history and is not used for any other purpose: provided
 - 1. They conduct interpretive tours on a regular schedule or provide for self-guided tours using interpretive panels or pamphlets; and
 - 2. Are not conducting any other business other than a gift shop or restaurant so long as they are only secondary to the primary establishment as a historical site.

(5) Historical Districts provided:

- a. They have a central common location where interpretive pamphlets or guides are available such as a self-service kiosk or welcome center;
- b. Provide information regarding the location of public restrooms; and
- c. Encompass a minimum of 5 sites listed as historic in the national register of historic places.

(6) Public sports facilities which:

- a. Are primarily open to public use for the pursuit of individual recreational sporting activities, such as:
 - 1. Traditional outdoor 18 hole golf facilities;

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- b. Provide a facility open to public attendance on an established posted schedule for professional team sporting activities, such as sports arenas, fields, or stadium.

(7) Alpine Ski Areas which:

- a. Are a facility that provides downhill skiing that is served by lifts approved by the State Tramway Board; and
- b. Maintains guest services including but not limited to ski school, rental equipment and children's programs; and
- c. Has a main center of operations, which includes telephones and restrooms; and
- d. Is open 7 days per week during the months of December through March; and
- e. Provides a map of trails; and
- f. Is responsible for all rescue operations.

(8) Nordic Ski Areas which:

- a. Are a facility that provides Nordic skiing on marked and groomed trails to the public; and
- b. Maintains guest services including but not limited to ski school, rental equipment and children's programs; and
- c. Maintains a main center of operations, which includes telephones and restrooms; and
- d. Is open 7 days per week during the months of December through March; and
- e. Provides a map of trails; and
- f. Is responsible for all rescue operations.

(9) Exposition/convention which:

- a. Is primarily engaged in the business of providing a facility to host conference, convention or exposition events; and

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- b. Provides a permanent structure with a minimum seating capacity of 500 persons, banquet style, or 800 persons, theater style; and
 - c. Does not require membership in any organization as a precondition to use the facility.
- (10) Amusement parks, which provide one or more permanent structures or equipment devoted to fixed base, wet or dry recreational amusement rides.
- (11) Zoos which:
- a. Primary purpose is the exhibition or display of live animals or sea creatures; and
 - b. Exhibits or displays are conducted within permanent structures or enclosures.
- (12) Local scenic / recreational tours and rides which:
- a. Shall include but not be limited to train, boat or air craft; and
 - b. Operate on a regular and advertised schedule during their season of operation; and
 - c. Is operated from a permanent structure.
- (13) Race track facilities which:
- a. Provide for the viewing of motor vehicle or animal races that maintain a seating capacity of less than 75,000 persons; and
 - b. Are licensed to provide racing if required by state law or municipal ordinance to be so licensed.
- (14) Shopping Mall, Plaza/Center which:
- a. If located in an urban area, maintain a minimum of 30 stores separated by floor to ceiling partitions or if located in a rural area, maintain a minimum of 15 stores separated by floor to ceiling partitions; and
 - b. Maintains adequate off-street parking; and
 - c. Provide restrooms in a common area for patrons.
- (15) Public and Private secondary schools:

- a. Be approved by the New Hampshire Department of Education; and
- b. Maintain grades 9 through 12; and
- c. Host on-site inter-school sporting and/or cultural arts events open to the public; and

(16) Small Colleges and Universities shall;

- a. Grant associate or higher degrees in a major field of study; and
- b. If located in an urban area, maintain a total part time and full time student enrollment of no less than 200 and no more than 2500 students or;
- c. If located in a rural area, maintain a total part time and full time student enrollment of no less than 200 and no more than 1500 students.
- d. For purposes of "b" and "c" above, enrollment numbers shall be the latest fall enrollment figures available by the NH Department of Education, Division of Higher Education as compiled from US Department of Education's Integrated Postsecondary Education Data System (IPEDS).

(17) Major outpatient health care facilities shall;

- a. Be limited to conventional medical health care facilities; and
- b. Maintain on-site medical laboratories and X-ray facilities; and
- c. Conduct day outpatient surgical procedures; and
- d. Provide for non-life threatening urgent care.

(18) NH State owned and operated liquor and wine outlets.

(19) Visitor Information Centers shall;

- a. Provide brochures, pamphlets, maps and information to the traveling public concerning lodging, dining and attractions within a region of the State; and
- b. Provide restroom facilities to the public; and

- c. Maintain staff exclusively for the welcome center and be open to the public for a minimum of 8 hours a day / 6 days per week; and
- d. Shall be located within 2 miles travel distance from the ramp terminus in either an urban or rural area.

(20) Wineries, Breweries and Distilleries shall:

- a. Manufacture and sell their own wines/beers/spirits; and
- b. Shall have a schedule of education tours and tastings; and
- c. Maintain educational exhibits and demonstrations.

(21) The Commissioner may approve a facility with no specific category description elsewhere in this Rule if by mutual agreement with the Commissioner of the Department of Resources and Economic Development the facility constitutes the following:

- a. The facility is of regional significance; and
- b. Is of primary interest to tourist; and
- c. The facility meets the following general conditions:
 - 1. The facility demonstrates that it actively markets itself to tourist through advertising media; and
 - 2. Is open to the public year round; and
 - 3. Is open to the public a minimum of 5 hours a day, 6 days a week for a period of no less than 4 contiguous months a year; and
 - 4. Maintains public restrooms; and
 - 5. Maintains adequate public parking; and
- d. The facility agrees that at any time the Commissioner and the Commissioner of the Department of Resources and Economic Development mutually agree that the facility no longer constitutes (a) and (b) above then the logo signs will be removed and the facility waives its rights to appeal.
- e. Facilities specified under Tra 310A.08(a)(1) through Tra 310A.08(a)(19) that do not meet the minimum specified qualifications are not eligible under this section.

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- f. Facilities seeking inclusion under this section shall be responsible for contacting and petitioning the Department of Resources and Economic Development. Upon their concurrence, it shall be the responsibility of the Department of Resources and Economic Development to petition the Commissioner of the Department of Transportation to permit signage to the facility.
- g. Agreement between the Department of Resources and Economic Development and the Department of Transportation must exist prior to applying for signage under this category.

Tra 310A.08 Seasonal Businesses; Coverage of Logo Panels.

- (a) Logo panels of seasonal attractions shall be covered for the time period in which the business is closed.

Tra 310A.9 Requirements for Supplemental Signing and Trailblazing.

- (a) If an attraction location is not located on the highway intersecting the end of the ramp, a trailblazing sign or signs shall be required as a condition of approval of the application.
- (b) Trailblazing signage shall consist of or coordinate with other legal supplemental signing programs, including but not limited to, tourist oriented directional signs and outdoor advertising permitted pursuant to RSA 236:72, rules of the department, and municipally regulated sign programs.
- (c) Trailblazing signs shall be legally permitted and erected prior to erection of an attraction logo sign panel.

Tra 310A.10 Sign Panel Design.

- (a) The attraction logo sign panel size and shape shall be rectangular in shape, and shall be 18 inches high and 30 inches wide for a ramp panel and 36 inches high and 48 inches wide for a mainline panel.
- (b) Sign panels shall be fabricated on aluminum sheeting substrate with a minimum thickness of 0.080 inch.
- (c) The corner radius for a ramp sign panel shall be 1-½ inch and a mainline sign panel shall be 3 inches.
- (d) The border of a ramp sign panel shall be a minimum of ½ inch and ¾ inch minimum for a mainline sign panel.

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- (e) Logo design shall be limited to a symbol or trademark, a legend message, or a symbol or trademark and a legend message, identifying the name or abbreviation of the specific business under which it commonly operates. Logos shall not be approved that resemble an official traffic control device, including, but not limited to, a stop or yield sign.
- (f) All logo colors shall be made from either standard type II reflective sheeting or better or transparent inks on standard type II white reflective sheeting or better.
- (g) Transparent inks custom-mixed to correlate with standard trademarks shall provide good readability during both day and night hours.
- (h) Logo legends that are part of regionally or nationally recognized trademarks shall be as large as practicable.
- (i) Attraction logo sign panels shall be finished in a neat manner, free of cracks, wrinkles, blisters, discoloration, burrs, buckles, or warps and shall present a smooth light surface of uniform color.

Tra 310A.11 Hearings.

- (a) The location, size, materials, and criteria for installation of attraction logo sign assemblies and directional or supplemental messages are within the sole discretion of the Commissioner pursuant to RSA 236:1 and are not subject to review in the administrative hearings process.
- (b) Administrative actions conducted by the managing contractor shall be as prescribe by the managing contractor as approved by the department and not subject to review in the administrative hearings process.
- (c) The denial of an application for a logo sign panel or termination or revocation of an existing logo sign panel permit may be appealed to department by filing a request for a hearing.
- (d) Requests for hearing shall be submitted in writing to: "Hearing Examiner, NH Department of Transportation, P.O. Box 483, Concord, NH 03302-0483".
- (e) Requests for hearings shall be filed within 20 calendar days of the date the letter of denial or removal notification is received by the applicant or permit holder.


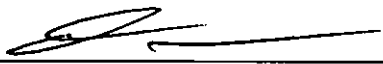
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

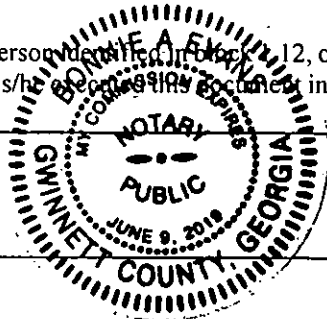
AGREEMENT

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 03302-0483	
1.3 Contractor Name New Hampshire Logos, L.L.C.		1.4 Contractor Address 119 Airport Road, Suite B Concord, NH 03301	
1.5 Contractor Phone Number (603) 715-1151	1.6 Account Number Not applicable	1.7 Completion Date March 30, 2029	1.8 Price Limitation
1.9 Contracting Officer for State Agency Victoria F. Sheehan, Commissioner		1.10 State Agency Telephone Number (603) 271-1486	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Floyd Williams, President	
1.13 Acknowledgement: State of <u>Georgia</u> , County of <u>Gwinnett</u> On <u>1-4-19</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 the documents in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Bonnie A Evans</u>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>1/15/19</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>Emily C. Young</u> On: <u>2/10/19</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 JW
Date 1/4/19

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.

Contractor Initials ZJ
Date 4/4/19

EXHIBIT A

Subject to the terms and conditions set forth herein, the New Hampshire Department of Transportation (NHDOT), hereafter referred to as the DEPARTMENT, grants the right to New Hampshire Logos, L.L.C., hereafter referred to as the CONTRACTOR, to administer all aspects of the New Hampshire Specific Service and Attraction Logo Signing Program under the oversight of the DEPARTMENT and in accordance with rules established by the DEPARTMENT (See Appendix A and Appendix B) on selected portions of the Interstate, Turnpike, and other limited access divided highway systems. Program administration includes, but is not limited to, fabrication, erection, maintenance, marketing and rental of space on specific service sign assemblies to provide motorists with directional information to eligible business establishments offering, gas, food, lodging, camping and attraction services.

The Program encompasses services for the following:

1. Specific Service (gas, food, lodging and camping) signage on all ramps of I-89, I-93, I-95, I-293, I-393, F. E. Everett Turnpike, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.
2. Specific Service (gas, food, lodging and camping) signage on the mainlines of I-89 from south of and including Exit 2, I-93 south of and including Exit 17, all mainlines of I-95, I-293, I-393, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.
3. Attraction logo signage on all ramps and mainlines of I-89, I-93, I-95, I-293, I-393, F. E. Everett Turnpike, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.

The DEPARTMENT reserves the right to disallow an interchange for signage based on construction activities, ramp configuration and/or congestion of other official traffic control devices.

The CONTRACTOR shall market the Program in a manner consistent with good business practices to promote customer satisfaction. The CONTRACTOR shall submit all forms, agreements, and marketing materials to the DEPARTMENT for review and approval prior to their use.

Specific service sign assembly installation shall only be required at interchanges where the CONTRACTOR has received Participation Agreements (Contracts) from a minimum of three (3) qualified service or attraction locations.

The CONTRACTOR shall obtain approval from the DEPARTMENT for the locations of all specific service sign assemblies to be installed on mainlines and ramps prior to their installation. Approval may require the CONTRACTOR to relocate existing specific service sign assemblies and other official guide and traffic signs at the CONTRACTOR's expense.

All installations shall be in accordance with specifications and standards developed by the DEPARTMENT and in accordance with the Manual on Uniform Traffic Control Devices

(MUTCD), including the applicable requirements for traffic control.

Where adequate spacing exists for the construction and installation of a mainline specific service sign assembly, and such structure is erected, participants shall be required to participate on both the mainline and ramp specific service assembly in order to remain in the Program.

Within the first year of this contract, the CONTRACTOR will complete initial expansion of the Program to include signage on the mainlines of I-89 from south of and including Exit 2, I-93 south of and including Exit 17, all mainlines of I-95, I-293, I-393, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.

Throughout the term of this contract, the CONTRACTOR will complete annual on-site Compliance Certifications of all participants in the Program to ensure they continue to comply with the eligibility requirements, as well as annual inspections of all specific service sign assemblies to assess the condition of each structure and sign panel.

The DEPARTMENT will be responsible for coordinating required modification, removal, replacement, and/or reinstallation of specific service sign assemblies involved in or impacted by DEPARTMENT construction projects, as well as the cost for such work. The CONTRACTOR will assume responsibility for these signs at project completion.

Reporting

Annually, by April 15th, the CONTRACTOR will provide:

1. A report detailing participation fee payments collected for the previous contract year, and
2. A current listing of all specific service sign assemblies, as well as the logo sign panels on each.

The CONTRACTOR will provide additional reporting on the Program, such as participation data or other information, as requested by the DEPARTMENT at a mutually agreeable schedule.

Contract Term

This contract shall be for an initial term of ten (10) years, commencing on April 1, 2019 and concluding on March 30, 2029, and may be extended up to two (2) additional five (5) year terms by mutual agreement of the parties.

Performance Bond

The CONTRACTOR will provide to the DEPARTMENT upon execution of the contract a Performance Bond from a Single A rated bonding company, acceptable to the DEPARTMENT, in the amount of \$50,000, which is equal to the minimum guaranteed annual payment to the DEPARTMENT from the CONTRACTOR.

Buyout

The CONTRACTOR shall buy out any remaining cost balance, as of April 1, 2019, for installations which were previously privately funded by private or public entities which entered into agreement with the DEPARTMENT.

Since the CONTRACTOR has committed to significant capital expenditure on the signing infrastructure of the Program, if this contract is terminated at any time, for any reason other than cause, the CONTRACTOR shall be entitled to compensation in accordance with the following schedule:

P = N times C where

P = Total Buyout price

C = Cost of assemblies, including sign faces and supports

N = Percentage of unamortized cost remaining based on a straight line 10-year depreciation

If the DEPARTMENT awards future years of the Program to another Contractor, that Contractor will be required to purchase the signing inventory based on the above formula from the CONTRACTOR. If at the end of any Contract term the DEPARTMENT decides to discontinue contracting for the services covered by this Contract, then the DEPARTMENT will likewise be responsible to compensate the CONTRACTOR based on the above formula.

Upon termination or expiration of this contract, the specific service sign assemblies and the logo sign panels become the responsibility of the DEPARTMENT.

Contract Revisions

The DEPARTMENT reserves the right to expand the scope of this Program to include additional mainline and/or ramps under the same terms and conditions at any time within the contract period. Major changes in the scope of work, contract term, or payment terms that may be necessary or desirable as the work progresses will be subject to mutual agreement of the DEPARTMENT and the CONTRACTOR and approval by Governor and Council, and Supplemental Agreement(s) of such nature, as required, will be entered into by the parties in accordance herewith. Minor changes which do not involve the contract term or payment terms may be made by written notification of such change by either the DEPARTMENT or the CONTRACTOR subject to written approval by the other party.

APPENDIX A

The DEPARTMENT reserves the right to edit, append or otherwise amend Tra 310 at any time.

PART Tra 310 LOGO SIGNING PROGRAM FOR SPECIFIC SERVICES

Tra 310.01 Purpose.

- (a) The purpose of these rules is to describe the qualifications logo sign panels displaying information about specific services for gas, food, lodging, and camping.
- (b) These rules implement state law found at RSA 230:49, and a federal regulation entitled the "Manual on Uniform Traffic Control Devices (MUTCD)", adopted by the Federal Highway Administration (FHWA) in accordance with 23 U.S.C. 101 (a), 104, 109(d), 114 (a), 217, 315, and 402(a); 23 CFR 1.32 and 49 CFR 1.48 (b), as amended. The manual is found at 23 CFR Part 655 Subpart F Sec. 655.601(a), and is available at the FHWA website at <http://mutcd.fhwa.dot.gov>. The electronic version posted on the MUTCD website is the official FHWA publication. These rules also incorporate material found in a companion document entitled, "Standard Highway Signs Book" found at http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm.
- (c) Pursuant to RSA 236:1, RSA 230:49, RSA 265:22, RSA 41:11, RSA 47:17, and RSA 236:84, the portions of the most recent edition of the "MUTCD", dealing with specific service signs are adopted by the Commissioner to establish the standards for traffic control and use of the right of way in New Hampshire.

Tra 310.02 Scope.

Specific service signs and logo sign panels are permitted by Chapter 2J of the Manual on Uniform Traffic Control Devices (MUTCD). These rules encompass specific service signing for the following locations:

- (a) Specific Service (gas, food, lodging and camping) signage on all ramps of I-89, I-93, I-95, I-293, I-393, F. E. Everett Turnpike, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.
- (b) Specific Service (gas, food, lodging and camping) signage on the mainlines of I-89 from south of and including Exit 2, I-93 south of and including Exit 17, all mainlines of I-95, I-293, I-393, the limited access divided portion of the Spaulding Turnpike and the limited access divided portion of NH Route 101.

Tra 310.03 Definitions.

- (a) "Bureau" means the Bureau of Traffic within the New Hampshire Department of Transportation.
- (b) "Closed" means that the qualifying activity shown in the text of the sign is not open for use by the road user, regardless of the fact that other activities at the business are still in operation, including but not limited to viewing for future sales or usage, maintenance activities, acceptance of deliveries, or services available by chance or appointment, unless otherwise specified in Tra 310.
- (c) "Limited access highway" means a highway especially designed for through traffic and over, from, or to which owners or occupants of abutting land or other persons have no right or easement or only a limited right or easement of access, light, air, or view by reason of the fact that their property abuts on such limited access highway or for any other reason, to which the means of ingress and egress is limited to interchange ramps.
- (d) "Logo sign panel" means a specific service sign panel that identifies an establishment's trademark or name, or both, and attached to a specific service sign assembly.
- (e) "Managing Contractor" means the private entity contracted with the department to manage and operate the specific service and attraction logo sign program.
- (f) "Manual on Uniform Traffic Control Devices" (MUTCD) means the most recent edition of the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration (FHWA) in accordance with 23 U.S.C. 101 (a), 104, 109(d), 114 (a), 217, 315, and 402(a); 23 CFR 1.32 and 49 CFR 1.48 (b), as amended.
- (g) "Motorist-oriented business" means any one of those businesses determined as eligible under these rules.
- (h) "On-site" means located on the service premises.
- (i) "Seasonal" means a service that is open at least 6 consecutive months, at least 3 of which are on a full time basis.
- (j) "Specific service sign assembly" means the structure and sign face on which one or more Logo sign panel are attached and which is erected along an off-ramp or mainline to direct road users to a particular service(s).
- (k) "Trailblazing" means one or more signs designed to direct the motorist from the point of installation of a logo sign panel through intermediate traffic movements to the premises depicted on the logo sign panel.

- (l) "Urban area" means an area as delineated on the urban area boundary maps on file with the Department and as established by the Commissioner and responsible local officials of the State of New Hampshire, and which have been approved by the secretary of the United States Department of Transportation or his/her designee.

Tra 310.04 No Variation from National Standards.

Because the MUTCD specifies the national standard for specific service sign assemblies and logo sign panels, the provisions of any municipal ordinance shall not be recognized or enforced.

Tra 310.05 Specific Service Signs; Placement.

- (a) Pursuant to RSA 236:1 and the MUTCD, the Commissioner or its managing contractor shall establish, relocate, or remove specific service signs on limited access facilities in New Hampshire that do not comply with Tra 310.
- (b) No specific service sign assembly shall contain more than 6 logo sign panels.
- (c) No more than 3 types of qualifying services shall be represented on a specific service sign assembly.
- (d) No service type shall appear on more than one specific service sign assembly at a single interchange.
- (e) No establishment shall be represented on more than one logo sign panel at a single interchange, even if such applicant offers more than one type of eligible service.
- (f) The number of specific service signs along an interchange ramp, regardless of the number of service types displayed, shall be limited to a maximum of 4. In the direction of traffic, successive specific service signs shall be for camping, lodging, food, and gas services, in that order. In the event that the interchange is maintaining an attraction logo sign assembly the maximum number of specific service signs shall be reduced to 3.
- (g) A specific service sign shall display:
 - (1) The legend "GAS", "FOOD", "LODGING" or "CAMPING";
 - (2) Appropriate distance information rounded to the nearest mile and directional arrow(s); and
 - (3) The related logo sign panels.

Tra 310.06 Maximum Distance.

The maximum distance an eligible service may be located from the ramp terminus is established by RSA 230:49 and is as indicated in Table 310-1.

- (a) The maximum distance that the service establishment shall be located from the end of an off-ramp is:

Table 310-1 Maximum Distance Allowable

Service	Rural Ramp	Urban Ramp
Gas	3 miles	1 mile
Food	3 miles	1 mile
Lodging	3 miles	1 mile
Camping	5 miles	5 miles

- (b) The distances noted in (b) above shall be waived by the managing contractor at an individual ramp location for a business location that otherwise qualifies under Tra 310 if:
- (1) There is room for the logo sign panel on an existing assembly at the interchange; and
 - (2) The actual distance to the qualifying business location will not result in confusion or unreasonable inconvenience to the road user.

Tra 310.07 Interchange Eligibility Criteria.

- (a) The following criteria shall be used when determining whether a particular interchange or exit ramp has physical characteristics capable of supporting logo signage without detriment to motorist safety:
- (1) Sufficient length exists along the exit ramp to permit proper sight distance between logo signs or official signs, or both;
 - (2) In instances of curvature, ramp curvature does not interfere with sight distances necessary for motorists to view the signs;
 - (3) Whether there are other sight distance restrictions which impede the safe and orderly flow of traffic or restrict a motorist's ability to respond to official guide, warning, or regulatory sign(s); and
 - (4) Whether there are any other geometric limitations or space restrictions, including, but not limited to, situations at interchanges which exit onto traffic circles or access toll facilities which may negatively impact the safety of the traveling public.
- (b) Interchanges with other limited access divided highways shall not be eligible for specific service signs.

- (c) In addition to the criteria set forth in (a) and (b) above, logo signs shall be prohibited at interchanges or exit ramps where one or more of the following conditions exist:
 - (1) An area of high traffic congestion, including, but not limited to:
 - a. Within a central business district; or
 - b. A location where long traffic delays frequently occur;
 - (2) A location where long sections of bridge structure, retaining wall, or installations of noise barriers limit the placement of ground-mounted logo signing;
 - (3) A location where the installation of logo signs would interfere with safety, including but not limited to, maintenance of traffic flow.
- (d) At interchanges or exit ramps where limitations outlined in Tra 310.07(a) through (c) preclude the installation of a full complement of all authorized logo sign panels, meaning 6 panels per type of motorist service, a partial number of signs shall be allowed so long as the safety and convenience of the traveling public can be maintained based on the criteria in Tra 310. The total number of allowable signs shall be based upon a sequential priority of services as follows: gas, food, lodging, and camping. Initial installation of lower priority signs shall be allowed until a request for a higher priority service is made and approved.

Tra 310.08 Eligible Services.

- (a) All services shall show that it possesses any license required by state law or municipal ordinance to provide the service.
- (b) Gas services shall provide the following during all hours of operation:
 - (1) Offer for sale on the premises motor oil, water, and at least 2 grades of motor fuel;
 - (2) Be open for business continuously from at least 8:00 am to 6:00 pm at least 6 days per week;
 - (3) Sanitary restroom facilities intended and signed for public use; and
 - (4) An on-premise attendant, or person who is available, to take money, make change, and provide access to the required facilities.
- (c) Food services shall provide the following during all hours of operation:
 - (1) Indoor seating for at least 20 patrons at tables, counters, or a combination of

both which is designated for the exclusive use of the applicant;

- (2) Continuous service hours which shall cover a minimum of 2 of the standard meals of breakfast, lunch, or dinner, at least 6 days per week.
- (3) Sanitary restroom facilities for public use; and
- (4) If located in a structure together with establishments other than the food service, including, but not limited to a mall, plaza, or complex:
 - a. An entrance leading directly to the food service establishment clearly marked along the intersecting highway;
 - b. Additional trailblazing signage inside the mall, plaza, or complex, directing to the entrance of the food service establishment, if the direct entrance to the establishment is not visible from the intersecting highway;
 - c. A clearly marked entrance to the food service establishment, signed on the outside of the structure;
 - d. Access to the food service establishment without having to pass through an unrelated service not eligible for a logo sign, provided that a gift shop or area operated as an accessory part of the food service establishment shall not be considered an unrelated service; and
 - e. A logo sign panel that does not contain a trade name, trademark, or information unrelated to the specific business name under which the food service commonly operates.

(d) A lodging service shall:

- (1) However styled, provide the following during all hours of operation:
 - a. Overnight accommodations 7 nights per week during its operating season;
 - b. Bathing facilities for patrons;
 - c. On-site parking, or valet parking services, for all patrons;
- (2) If styled as a hotel, motel, inn, or cabin, provide a minimum of 10 separate sleeping rooms offered individually for rent to the public;
- (3) If styled as a "bed and breakfast":

- a. Provide a minimum of 3 separate sleeping rooms offered individually for rent to the public;
 - b. Offer one or more meals to guests in a dining area separate from the sleeping rooms; and
 - c. Be principally engaged in the business activity of providing overnight lodging;
- (4) However styled, that contains units owned on a timeshare basis by a person or entity other than the applicant, in addition to the requirements of (d)(1) above:
- a. Provide written assurance to the Bureau that 10 or more units are identified each day as available for the overnight accommodation of a traveler who is not a timeshare guest or has not pre-registered at the facility;
 - b. Be a facility subject to the terms and regulations of RSA 353, and
 - c. Be a facility registered with the Department of Revenue Administration for the collection of meals and rentals tax due and owing to the state.
- (e) Camping services shall provide the following during all hours of operation:
- (1) A minimum of 10 individually marked campsites available on a first-come, first-served basis to road users, provided that parking lots, service areas, holding areas, and campsites offered for seasonal rental shall not be considered as campsites for this criteria;
 - (2) Sanitary rest room and bathing facilities to patrons during all seasons of operation;
 - (3) A supply of drinking water to patrons;
 - (4) If the camping facility contains units owned on a timeshare basis by a person or entity other than the applicant, in addition to the requirements of (1) – (3) above:
 - a. Provide written assurance to the Bureau that 10 or more units are identified each day as available for the overnight accommodation of a traveler who is not a timeshare guest or is not pre-registered at the facility; and
 - b. Be a facility registered with the Department of Revenue Administration for the collection of meals and rentals tax due and

owing to the state.

Tra 310.09 Seasonal Businesses; Coverage of Logo Panels.

The logo sign panel of a seasonal business shall be covered for the time period in which the business is closed for any period greater than 3 consecutive weeks.

Tra 310.10 Requirements for Supplemental Signing and Trailblazing.

- (a) If a service location is not located on the highway intersecting the end of the ramp, a trailblazing sign or signs shall be required as a condition prior to the installation of the business' logo sign panel.
- (b) Trailblazing signage shall consist of or coordinate with other legal supplemental signing programs, including but not limited to, tourist oriented directional signs and outdoor advertising permitted pursuant to RSA 236:72, rules of the Department, and municipally regulated sign programs.

Tra 310.11 Administrative Management.

- (a) Unless otherwise specified in these rules the administrative management of logo panels shall be as prescribed by contractual agreement between department and the managing contractor.

Tra 310.12 Hearings.

- (a) The location, size, materials, and criteria for installation of specific service sign assemblies and directional or supplemental messages are within the sole discretion of the Commissioner of the Department pursuant to RSA 236:1 and are not subject to review in the administrative hearings process.
- (b) Administrative actions conducted by the managing contractor shall be as prescribe by the managing contractor as approved by the department and not subject to review in the administrative hearings process.
- (c) The denial of an application for a logo sign panel or termination or revocation of an existing logo sign panel permit may be appealed to department by filing a request for a hearing.
- (d) Requests for hearing shall be submitted in writing to: "Hearing Examiner, NH Department of Transportation, P.O. Box 483, Concord, NH 03302-0483".
- (e) Requests for hearings shall be filed within 20 calendar days of the date the letter of denial or removal notification is received by the applicant or permit holder.

APPENDIX B

The DEPARTMENT reserves the right to edit, append or otherwise amend Tra 310A at any time.

PART Tra 310A ATTRACTION LOGO SIGNING FOR ESTABLISHED LOCATIONS

Tra 310A.01 Purpose.

- (a) The purpose of these rules is to describe the process used to establish an attraction logo panel on a pre-existing attraction logo assembly.
- (b) These rules implement state law found at RSA 230:49, and a federal regulation entitled the "Manual on Uniform Traffic Control Devices (MUTCD)", adopted by the Federal Highway Administration (FHWA) in accordance with 23 U.S.C. 101 (a), 104, 109(d), 114 (a), 217, 315, and 402(a); 23 CFR 1.32 and 49 CFR 1.48 (b), as amended. The manual is found at 23 CFR Part 655 Subpart F Sec. 655.601(a), and is available at the FHWA website at <http://mutcd.fhwa.dot.gov>. The electronic version posted on the MUTCD website is the official FHWA publication. These rules also incorporate material found in a companion document entitled, "Standard Highway Signs Book" found at http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm.
- (c) Pursuant to RSA 236:1, RSA 230:49, RSA 265:22, RSA 41:11, RSA 47:17, and RSA 236:84, the portions of the most recent edition of the "Manual on Uniform Traffic Control Devices," dealing with specific service signs are adopted by the Commissioner to establish the standards for traffic control and use of the right of way in New Hampshire.

Tra 310A.02 Scope.

Attraction logo signs are classified as specific service signs and therefore are permitted by Chapter 2J of the Manual on Uniform Traffic Control Devices (MUTCD). Pursuant to RSA 230:49, a logo sign panel can only be erected upon a specific service sign located in New Hampshire on a multi-lane divided limited access highway, and their related facilities. Specific service signs are not to be deemed as advertising, but rather serve the purpose of providing road users with business identification and directional information.

Tra 310A.03 Definitions.

- (a) "Advertising device" means "advertising device" as defined in RSA 236:70, I.
- (b) "Attraction" means any one of those establishments determined as eligible under Tra 310A.07 for an attraction logo sign panel.
- (c) "Attraction logo sign assembly" means the structure to which one or more logo sign panels are attached and which is erected along an interstate, turnpike or other divided limited access highway or its off-ramp to direct road users to a particular attraction(s).

- (d) "Attraction logo sign panel" means a specific attraction sign panel provided by a service to identify the service's trademark or name, or both, and attached to an attraction logo sign assembly.
- (e) "Bureau" means the Bureau of Traffic within the New Hampshire Department of Transportation.
- (f) "Closed" means that the qualifying activity shown in the text of the sign is not open for use by the road user, regardless of the fact that other activities at the business are still in operation, including but not limited to viewing for future sales or usage, maintenance activities, acceptance of deliveries, or services available by chance or appointment, unless otherwise specified in Tra 310A.
- (g) "Erect" means "erect" as defined in RSA 236:70, IX.
- (h) "Limited access highway" means a highway especially designed for through traffic and over, from, or to which owners or occupants of abutting land or other persons have no right or easement or only a limited right or easement of access, light, air, or view by reason of the fact that their property abuts on such limited access highway or for any other reason, to which the means of ingress and egress is limited to interchange ramps.
- (i) "Managing Contractor" means the private entity contracted with the department to manage and operate the specific service and attraction logo sign program.
- (j) "Manual on Uniform Traffic Control Devices" (MUTCD) means the most recent edition of the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration (FHWA) in accordance with 23 U.S.C. 101 (a), 104, 109(d), 114 (a), 217, 315, and 402(a); 23 CFR 1.32 and 49 CFR 1.48 (b), as amended.
- (k) "On-site" means located on the service premises.
- (l) "Seasonal" means a service that is open at least 6 consecutive months, at least 3 of which are on a full time basis.
- (m) "Specifications" means signing standards as set forth in Tra 310A.10.
- (n) "Trailblazing" means one or more signs designed to direct the motorist from the point of installation of an attraction logo sign panel through intermediate traffic movements to the premises depicted on the logo sign panel.
- (o) "Urban area" means an area as delineated on the urban area boundary maps on file with the Department and as established by the Commissioner and responsible local officials of the State of New Hampshire, and which have been approved by the secretary of the United States Department of Transportation or his/her designee.

- (p) "Visible" means capable of being seen, whether or not legible, without visual aid by a person of natural acuity.

Tra 310A.04 No Variation from National Standards.

Because the national standard for attraction logo sign assemblies and logo sign panels are deemed as specific service sign assemblies and sign panels within the MUTCD, the Department shall not recognize or enforce any provision of any municipal ordinance that seeks to change or vary the specifications for such signs.

Tra 310A.05 Attraction Logo Signs; Placement.

- (a) Pursuant to RSA 236:1 and the MUTCD, the Commissioner or its managing contractor shall establish, relocate, or remove attraction logo signs on limited access facilities in New Hampshire that do not comply with Tra 310A.
- (b) No attraction logo sign assembly shall contain more than 6 logo sign panels.
- (c) No attraction shall appear on more than one attraction logo sign assembly at a single interchange.
- (d) No establishment shall be represented on both an attraction logo and a specific service logo sign assembly, even if such applicant offers more than one type of eligible service.
- (e) No attraction shall be represented on more than one attraction logo sign assembly in any one direction along the same highway.
- (f) Attractions shall qualify only from the closest or most direct interchange in any one direction of travel.

Tra 310A.06 Interchange Eligibility Criteria.

- (a) The following criteria shall be used when determining whether a particular interchange or exit ramp has physical characteristics capable of supporting attraction logo sign assemblies without detriment to motorist safety:
 - (1) Sufficient length exists along the exit ramp to permit proper sight distance between logo assemblies or official signs, or both;
 - (2) In instances of curvature, ramp curvature does not interfere with sight distances necessary for motorists to view the signs;
 - (3) Whether there are other sight distance restrictions which impede the safe and orderly flow of traffic or restrict a motorist's ability to respond to official guide, warning, or regulatory sign(s); and

- (4) Whether there are any other geometric limitations or space restrictions, including, but not limited to, situations at interchanges which exit onto traffic circles or access toll facilities which may negatively impact the safety of the traveling public.
- (b) Interchanges with other limited access divided highways shall not be eligible for specific service signs.
- (c) In addition to the criteria set forth in (a) and (b) above, logo signs shall be prohibited at interchanges or exit ramps where one or more of the following conditions exist:
 - (1) An area of high traffic congestion, including, but not limited to:
 - a. Within a central business district; or
 - b. A location where long traffic delays frequently occur;
 - (2) A location where long sections of bridge structure, retaining wall, or installations of noise barriers limit the placement of ground-mounted logo signing;
 - (3) A location where the installation of logo signs would interfere with safety, including but not limited to, maintenance of traffic flow.

Tra 310A.07 Eligible Services.

- (a) Attraction services shall be limited to:
 - (1) Theaters which:
 - a. Are an indoor or outdoor facility whose primary business activity is providing a program of film, live theater, dance, or musical arts to the public; and
 - b. Offer a program on a schedule that is posted at the facility and advertised to the public; with an opportunity for the public to purchase admission.
 - (2) Museums which:
 - a. Primary purpose is the display photos, artifacts, or other items of historical, community, literary, artistic, or operational significance, together with educational, interpretive or explanatory pamphlets, signs panels or guides; and

- b. Maintain the display in a room or area separate from any other activity conducted on the premises, including accessory retail sales of items related to the museum's display.

(3) Scientific/Geological which:

- a. Display a unique or unusual natural, geological or scientific phenomena or site, together with educational, interpretive or explanatory pamphlets, sign panels, or guides; and
- b. Offer the display in a room or area separate from any other activity conducted on the premises, including accessory retail sales of items related to the site's display.

(4) Historical Sites which:

- a. Primary purpose is the preservation of history and is not used for any other purpose: provided
 - 1. They conduct interpretive tours on a regular schedule or provide for self-guided tours using interpretive panels or pamphlets; and
 - 2. Are not conducting any other business other than a gift shop or restaurant so long as they are only secondary to the primary establishment as a historical site.

(5) Historical Districts provided:

- a. They have a central common location where interpretive pamphlets or guides are available such as a self-service kiosk or welcome center;
- b. Provide information regarding the location of public restrooms; and
- c. Encompass a minimum of 5 sites listed as historic in the national register of historic places.

(6) Public sports facilities which:

- a. Are primarily open to public use for the pursuit of individual recreational sporting activities, such as:
 - 1. Traditional outdoor 18 hole golf facilities;

- b. Provide a facility open to public attendance on an established posted schedule for professional team sporting activities, such as sports arenas, fields, or stadium.

(7) Alpine Ski Areas which:

- a. Are a facility that provides downhill skiing that is served by lifts approved by the State Tramway Board; and
- b. Maintains guest services including but not limited to ski school, rental equipment and children's programs; and
- c. Has a main center of operations, which includes telephones and restrooms; and
- d. Is open 7 days per week during the months of December through March; and
- e. Provides a map of trails; and
- f. Is responsible for all rescue operations.

(8) Nordic Ski Areas which:

- a. Are a facility that provides Nordic skiing on marked and groomed trails to the public; and
- b. Maintains guest services including but not limited to ski school, rental equipment and children's programs; and
- c. Maintains a main center of operations, which includes telephones and restrooms; and
- d. Is open 7 days per week during the months of December through March; and
- e. Provides a map of trails; and
- f. Is responsible for all rescue operations.

(9) Exposition/convention which:

- a. Is primarily engaged in the business of providing a facility to host conference, convention or exposition events; and

- b. Provides a permanent structure with a minimum seating capacity of 500 persons, banquet style, or 800 persons, theater style; and
 - c. Does not require membership in any organization as a precondition to use the facility.
- (10) Amusement parks, which provide one or more permanent structures or equipment devoted to fixed base, wet or dry recreational amusement rides.
- (11) Zoos which:
- a. Primary purpose is the exhibition or display of live animals or sea creatures; and
 - b. Exhibits or displays are conducted within permanent structures or enclosures.
- (12) Local scenic / recreational tours and rides which:
- a. Shall include but not be limited to train, boat or air craft; and
 - b. Operate on a regular and advertised schedule during their season of operation; and
 - c. Is operated from a permanent structure.
- (13) Race track facilities which:
- a. Provide for the viewing of motor vehicle or animal races that maintain a seating capacity of less than 75,000 persons; and
 - b. Are licensed to provide racing if required by state law or municipal ordinance to be so licensed.
- (14) Shopping Mall, Plaza/Center which:
- a. If located in an urban area, maintain a minimum of 30 stores separated by floor to ceiling partitions or if located in a rural area, maintain a minimum of 15 stores separated by floor to ceiling partitions; and
 - b. Maintains adequate off-street parking; and
 - c. Provide restrooms in a common area for patrons.
- (15) Public and Private secondary schools:

- a. Be approved by the New Hampshire Department of Education; and
- b. Maintain grades 9 through 12; and
- c. Host on-site inter-school sporting and/or cultural arts events open to the public; and

(16) Small Colleges and Universities shall;

- a. Grant associate or higher degrees in a major field of study; and
- b. If located in an urban area, maintain a total part time and full time student enrollment of no less than 200 and no more than 2500 students or;
- c. If located in a rural area, maintain a total part time and full time student enrollment of no less than 200 and no more than 1500 students.
- d. For purposes of "b" and "c" above, enrollment numbers shall be the latest fall enrollment figures available by the NH Department of Education, Division of Higher Education as compiled from US Department of Education's Integrated Postsecondary Education Data System (IPEDS).

(17) Major outpatient health care facilities shall;

- a. Be limited to conventional medical health care facilities; and
- b. Maintain on-site medical laboratories and X-ray facilities; and
- c. Conduct day outpatient surgical procedures; and
- d. Provide for non-life threatening urgent care.

(18) NH State owned and operated liquor and wine outlets.

(19) Visitor Information Centers shall;

- a. Provide brochures, pamphlets, maps and information to the traveling public concerning lodging, dining and attractions within a region of the State; and
- b. Provide restroom facilities to the public; and

- c. Maintain staff exclusively for the welcome center and be open to the public for a minimum of 8 hours a day / 6 days per week; and
- d. Shall be located within 2 miles travel distance from the ramp terminus in either an urban or rural area.

(20) Wineries, Breweries and Distilleries shall:

- a. Manufacture and sell their own wines/beers/spirits; and
- b. Shall have a schedule of education tours and tastings; and
- c. Maintain educational exhibits and demonstrations.

(21) The Commissioner may approve a facility with no specific category description elsewhere in this Rule if by mutual agreement with the Commissioner of the Department of Resources and Economic Development the facility constitutes the following:

- a. The facility is of regional significance; and
- b. Is of primary interest to tourist; and
- c. The facility meets the following general conditions:
 - 1. The facility demonstrates that it actively markets itself to tourist through advertising media; and
 - 2. Is open to the public year round; and
 - 3. Is open to the public a minimum of 5 hours a day, 6 days a week for a period of no less than 4 contiguous months a year; and
 - 4. Maintains public restrooms; and
 - 5. Maintains adequate public parking; and
- d. The facility agrees that at any time the Commissioner and the Commissioner of the Department of Resources and Economic Development mutually agree that the facility no longer constitutes (a) and (b) above then the logo signs will be removed and the facility waives its rights to appeal.
- e. Facilities specified under Tra 310A.08(a)(1) through Tra 310A.08(a)(19) that do not meet the minimum specified qualifications are not eligible under this section.

- f. Facilities seeking inclusion under this section shall be responsible for contacting and petitioning the Department of Resources and Economic Development. Upon their concurrence, it shall be the responsibility of the Department of Resources and Economic Development to petition the Commissioner of the Department of Transportation to permit signage to the facility.
- g. Agreement between the Department of Resources and Economic Development and the Department of Transportation must exist prior to applying for signage under this category.

Tra 310A.08 Seasonal Businesses; Coverage of Logo Panels.

- (a) Logo panels of seasonal attractions shall be covered for the time period in which the business is closed.

Tra 310A.9 Requirements for Supplemental Signing and Trailblazing.

- (a) If an attraction location is not located on the highway intersecting the end of the ramp, a trailblazing sign or signs shall be required as a condition of approval of the application.
- (b) Trailblazing signage shall consist of or coordinate with other legal supplemental signing programs, including but not limited to, tourist oriented directional signs and outdoor advertising permitted pursuant to RSA 236:72, rules of the department, and municipally regulated sign programs.
- (c) Trailblazing signs shall be legally permitted and erected prior to erection of an attraction logo sign panel.

Tra 310A.10 Sign Panel Design.

- (a) The attraction logo sign panel size and shape shall be rectangular in shape, and shall be 18 inches high and 30 inches wide for a ramp panel and 36 inches high and 48 inches wide for a mainline panel.
- (b) Sign panels shall be fabricated on aluminum sheeting substrate with a minimum thickness of 0.080 inch.
- (c) The corner radius for a ramp sign panel shall be 1-½ inch and a mainline sign panel shall be 3 inches.
- (d) The border of a ramp sign panel shall be a minimum of ½ inch and ¾ inch minimum for a mainline sign panel.

- (e) Logo design shall be limited to a symbol or trademark, a legend message, or a symbol or trademark and a legend message, identifying the name or abbreviation of the specific business under which it commonly operates. Logos shall not be approved that resemble an official traffic control device, including, but not limited to, a stop or yield sign.
- (f) All logo colors shall be made from either standard type II reflective sheeting or better or transparent inks on standard type II white reflective sheeting or better.
- (g) Transparent inks custom-mixed to correlate with standard trademarks shall provide good readability during both day and night hours.
- (h) Logo legends that are part of regionally or nationally recognized trademarks shall be as large as practicable.
- (i) Attraction logo sign panels shall be finished in a neat manner, free of cracks, wrinkles, blisters, discoloration, burrs, buckles, or warps and shall present a smooth light surface of uniform color.

Tra 310A.11 Hearings.

- (a) The location, size, materials, and criteria for installation of attraction logo sign assemblies and directional or supplemental messages are within the sole discretion of the Commissioner pursuant to RSA 236:1 and are not subject to review in the administrative hearings process.
- (b) Administrative actions conducted by the managing contractor shall be as prescribe by the managing contractor as approved by the department and not subject to review in the administrative hearings process.
- (c) The denial of an application for a logo sign panel or termination or revocation of an existing logo sign panel permit may be appealed to department by filing a request for a hearing.
- (d) Requests for hearing shall be submitted in writing to: "Hearing Examiner, NH Department of Transportation, P.O. Box 483, Concord, NH 03302-0483".
- (e) Requests for hearings shall be filed within 20 calendar days of the date the letter of denial or removal notification is received by the applicant or permit holder.

EXHIBIT B

All costs for administration, marketing, fabrication, installation, operation, and maintenance of the Program, as well as the annual payments to the DEPARTMENT, shall be paid by the CONTRACTOR from the fees collected by the CONTRACTOR from the businesses participating in the Program.

Participants are responsible for the cost of initial logo sign panel fabrication, as well as fabrication of any subsequent replacement logo sign panel(s).

Installation, Removal, Covering, and Uncovering \$50 per occurrence/per logo sign panel

Participation Fees

Zone 1: I 89 from south of and including Exit 2, I 93 south of and including Exit 17, the limited access divided portions of the Spaulding Turnpike and NH Route 101, and all of I 95, I 293, I 393, and F. E. Everett Turnpike

Display of a Mainline Logo Sign Panel	\$2,350 Annually
Display of a Ramp Logo Sign Panel	\$ 50 Annually

Zone 2: I 89 north of Exit 2 and I 93 north of Exit 17

Display of a Mainline Logo Sign Panel	\$1,750 Annually
Display of a Ramp Logo Sign Panel	\$ 50 Annually

The annual participation fee for the display of a mainline logo sign panel shall be \$450 and the annual participation fee for the display of the associated ramp logo sign panel shall be \$50 for eligible Attraction locations that are 501(c)(3) non-profit organizations as registered with the US Internal Revenue Service and/or eligible Attraction locations exclusively owned and operated by either a local municipality or the State.

The DEPARTMENT shall receive each year from the CONTRACTOR, the greater of:

1. \$50,000, or
2. 5% of the participation fee payments collected for each contract year.

Payment to the DEPARTMENT will be made by the CONTRACTOR in two parts. The CONTRACTOR shall submit a check, made payable to the DEPARTMENT, for the guaranteed \$50,000 by April 15th of each year. Any additional payment owed to the DEPARTMENT calculated from the 5% of the participation fee payments collected will be due by April 15th of the year following collection of the fee payments (i.e. additional payment relative to 5% of the participation fee payments collected for contract year April 1, 2019 – March 30, 2020 will be due by April 15, 2020).

EXHIBIT C

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

State of New Hampshire

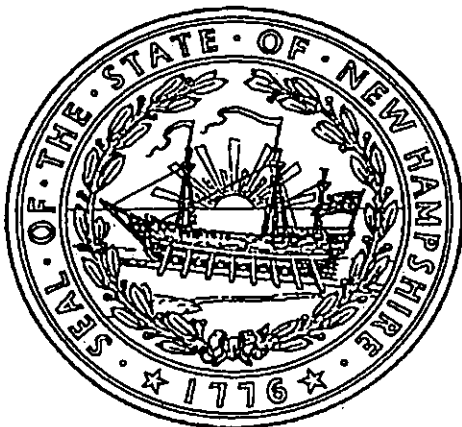
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LOGOS, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 03, 2018. 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: 798411

Certificate Number: 0004211308



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of November A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, James R. McIlwain, hereby certify that I am duly elected Clerk/Secretary of
(Name) New Hampshire Logos, L.L.C.

Interstate Logos, L.L.C., sole member of. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January
(Month)

4, 2019 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Floyd Williams (may list more than one person) is duly authorized to
(Name and Title) President of Interstate Logos, L.L.C., sole member of New Hampshire Logos, L.L.C.
enter into contracts or agreements on behalf of New Hampshire Logos, L.L.C. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 1/4/19

ATTEST: James R. McIlwain
(Name and Title)
James R. McIlwain
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2019

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

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

PRODUCER Marsh USA, Inc. (504) 522-8541 701 Poydras, Suite 4125 New Orleans, LA 70139 Attn: NewOrleans.CertRequest@marsh.com Fax: 212-948-0537	CONTACT NAME: _____	
	PHONE (A/C, No., Ext): _____	FAX (A/C, No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Insurance Company		19445
INSURER B: New Hampshire Insurance Company		23841
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** HOU-003464526-04 **REVISION NUMBER:** _____

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GL5425830 (AOS)	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PIP FL & MI			CA9767416 (AOS) CA9767417 (MA)	01/01/2019 01/01/2019	01/01/2020 01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A <input checked="" type="checkbox"/> N N/A			WC046912796 (AOS)	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	See Additional Information for Other WC Policies						

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

CERTIFICATE HOLDER New Hampshire Department of Transportation Bureau of Traffic Attn: Mr. William R. Lambert 8 Smokey Bear Blvd Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert C. Hill
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc. (504) 522-8541		NAMED INSURED New Hampshire Logos, LLC 119 Airport Road, Suite B Concord, NH 03301	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Policies:
 Policy: WC046912799 (MA & WI)
 MA, WI, ND, OH, WA, WY
 New Hampshire Insurance Company
 Eff: 01/01/2019 Exp: 01/01/2020

Policy: WC046912798 (CA)
 California (CA)
 American Home Assurance
 Eff: 01/01/2019 Exp: 01/01/2020

Policy: WC046912800 (FL)
 Florida (FL)
 Illinois National Ins. Co.
 Eff: 01/01/2019 Exp: 01/01/2020

Policy: WC046912797 (Other)
 AZ, IL, KY, NC, NJ, PA, UT, VA
 New Hampshire Ins. Co.
 Eff: 01/01/2019 Exp: 01/01/2020

Bond No. 21BSBHP5386

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That, New Hampshire Logos, L.L.C. as Principal, and Hartford Fire Insurance Company, a corporation organized and existing under the laws of the State of CT, as Surety, are held and firmly bound unto Department of Transportation, Bureau of Traffic, as Obligee, in the just and aggregate full sum of Fifty Thousand Dollars and 00/100 Dollars (\$50,000.00), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated January 4, 2019 NH Specific Service and Attraction Logo Signing Program which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform as required by the contract, on his part, and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure so to do and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing date and nature of such default shall be immediately given by the Obligee to the Surety, and in any event, no later than fifteen (15) days hereafter, and shall be forwarded by registered mail to the Surety at its Branch Office, One Hartford Plaza, Hartford, CT 06155-0001

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after termination of this bond.

AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning January 4, 2019 and ending January 4, 2020 regardless of the number of years the aforesaid contract shall cover or be in force, and notwithstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond, Department of Transportation, Bureau of Traffic, as Obligee, hereby acknowledges the one year term of the bond and the non-cumulative nature of Surety's liability as set forth in the preceding paragraph.

The surety, however, expressly reserves the right to terminate its liability at any time by giving thirty (30) days written notice to the Obligee. It is further understood and agreed that the Surety will provide thirty (30) days notice of renewal prior to the last day of each contract year.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this 4th day of January, 2019

New Hampshire Logos, L.L.C.

By: [Signature] Principal

Hartford Fire Insurance Company

By: [Signature] Grantland Rice, III Attorney-in-Fact Surety

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: COBBS ALLEN & HALL INC
 Agency Code: 21 - 250802

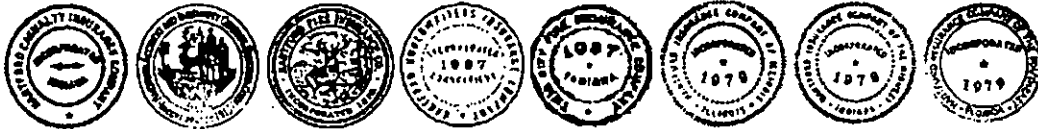
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Gregg A. Tatum of Montgomery AL, Thomas J. Bole, Bruce S. Denson, Sharon E. Griffith, Grantland Rice III of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *4th day of January, 2019*
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President