



**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



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Send

**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

Bureau of Human Resources
January 27, 2014

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

Sole Source

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **SOLE SOURCE** agreement with Federal Highway Administration Finance Division, National Highway Institute (NHI) (Vendor 170717) of 1310 N. Courthouse Road, Suite 300, Arlington, Virginia for an amount not to exceed \$92,500 for training from the date of Governor and Council approval through June 30, 2014. 80% Federal Funds and 20% Highway Funds.

Funding is available as follows:

FY 2014

04-96-96-960315-3027

Employee Training

066-500543 Continuing Professional Education

\$74,500

04-96-96-962015-3025

Highway Design

066-500543 Continuing Professional Education

\$18,000

EXPLANATION

This contract is sole sourced because the training must be in full compliance with the requirements of the Federal Highway Administration. The National Highway Institute is the training arm of the Federal Highway Administration (FHWA). Congress established the NHI in 1970 to provide direct training, resource materials, and educational opportunities to the surface transportation community. It is an integral part of the FHWA Office of Professional Development and works closely with FHWA Field Resource Centers to assure the highest-level possible of professional training and consistency with applicable FHWA standards. The actual cost averaged out per student per course is reasonable in comparison with the cost of similar courses of a technical nature given by institutes of higher learning or private consultants. This training is part of the Statewide 12563R STP-X-A003 (674).

The National Highway Institute is part of the Federal Highway Administration and is responsible for providing expertise and training on new technology, research, and best practices for highway and bridge related design, contracting, and project delivery.

Funds are available for payment of the cost of tuition and educational expenses in conjunction with the training of Department employees in the amounts outlined above. The training will improve the quality of Department projects and enhance the safety and efficiency of Department staff implementing transportation projects.

The training will be held at or near the NHDOT headquarters in Concord, and will include approximately 20 NHDOT employees per course.

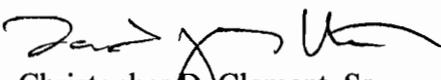
The National Highway Institute will provide the following training courses for the New Hampshire Department of Transportation:

Hot-Mix Asphalt Pavement Evaluation and Rehabilitation
Freight and Land Use Workshop
Access Management, Location and Design
Pedestrian Facility Design
Work Zone Traffic Control for Maintenance Operations
Low-Cost Safety Improvements Workshop
Design and Operation of Work Zone Traffic Control (1-Day)
Intersection Safety Workshop
Countermeasure Design for Bridge Scour and Stream Instability
Safety Inspection of In-Service Bridges

The agreement has been approved by the Attorney General as to form and execution, and the Department has verified that necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's office and the Department of Administrative offices and, subsequent to Governor and Council approval, will be on file at the Department of Transportation.

I respectfully request approval of this resolution.

Sincerely,


for Christopher D. Clement, Sr.
Commissioner

CDC/kh

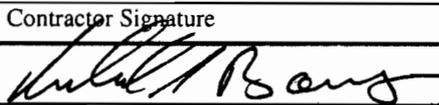
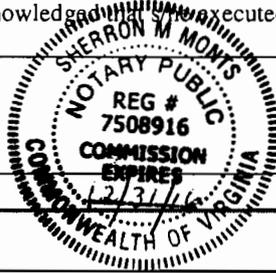
Attachments

Subject: Employee Training FY 2014, National Highway Institute FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NHDOT</u>		1.2 State Agency Address <u>P.O. Box 483, 7 Hazen Drive, Concord, NH 03302</u>	
1.3 Contractor Name <u>National Highway Institute</u>		1.4 Contractor Address <u>1310 Courthouse Road, Suite 300, Arlington, VA 22201</u>	
1.5 Contractor Phone Number <u>(703) 235-0500</u>	1.6 Account Number <u>962015-3025-066-50043</u> <u>960315-3027-066-50043</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$92,500</u>
1.9 Contracting Officer for State Agency <u>Jen Graf, Training Manager</u>		1.10 State Agency Telephone Number <u>(603) 271-8025</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>RICHARD J. BARLABY</u> <u>DIRECTOR OF TRAINING NHI</u>	
1.13 Acknowledgement: State of <u>VA</u> , County of <u>Arlington</u> On <u>Dec. 12, 2013</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 he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Sherron M. Monts</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Sherron M. Monts, NHI Scheduler</u>			
1.14 State Agency Signature <u>Frances E. Buczynski</u>		1.15 Name and Title of State Agency Signatory <u>Frances E. Buczynski, Dir. of Policy & Admin</u>	
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) By: <u>W. Mont</u> On: <u>1/30/14</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Exhibit A

SCOPE OF SERVICE

Federal Highway Administration Finance Division, National Highway Institute, will provide professional training in the following areas:

- Hot-Mix Asphalt Pavement Evaluation and Rehabilitation
- Freight and Land Use Workshop
- Access Management, Location and Design
- Pedestrian Facility Design
- Work Zone Traffic Control for Maintenance Operations
- Low-Cost Safety Improvements Workshop
- Design and Operation of Work Zone Traffic Control (1-Day)
- Intersection Safety Workshop
- Countermeasure Design for Bridge Scour and Stream Instability
- Safety Inspection of In-Service Bridges

The programs are designed for NHDOT employees involved in the design, management, maintenance and safety of state and federally funded roads.

Exhibit B

CONTRACT PRICE

To provide technical training, including preparation, graphics, and handouts for NHDOT employees in the areas of: Hot-Mix Asphalt Pavement Evaluation and Rehabilitation, Access Management, Location and Design, Pedestrian Facility Design, Work Zone Traffic Control for Maintenance Operations, Low-Cost Safety Improvements Workshop, Design and Operation of Work Zone Traffic Control (1-Day), Intersection Safety Workshop, Countermeasure Design for Bridge Scour and Stream Instability Safety Inspection of In-Service Bridges.

Contract Price for NHI Courses:

TITLE	LOCATION	DATE	COST
Hot-Mix Asphalt Pavement Evaluation and Rehabilitation	Concord, NH	February 2014	\$9,000
Freight and Land Use Workshop	Concord, NH	March 2014	\$7,500
Access Management, Location and Design	Concord, NH	March 2014	\$12,000
Pedestrian Facility Design	Concord, NH	April 2014	\$8,000
Work Zone Traffic Control for Maintenance Operations	Concord, NH	May 2014	\$6,000
Low Cost Safety Improvements Workshop	Concord, NH	May 2014	\$6,000
Design and Operation of Work Zone Traffic Control	Concord, NH	June 2014	\$6,000
Intersection Safety Workshop	Concord, NH	June 2014	\$6,000
Countermeasure Design for Bridge Scour and Stream Instability	Concord, NH	June 2014	\$14,000
Safety Inspection of In-Service Bridges	Concord, NH	September 2014	\$18,000
Total	Total		\$92,500

TERMS OF PAYMENT

- Net thirty (30) days
- Check State of New Hampshire



COURSE NUMBER

FHWA-NHI-131063

COURSE TITLE

Hot-Mix Asphalt Pavement Evaluation and Rehabilitation

The course presents state-of-the-practice techniques to identify the causes and patterns of different types of pavement distress and techniques for rehabilitation selection, design, and construction that can be applied to those various types of distress.

Note: On the final day of class, which is a half-day, class will conclude at 1 PM.

OUTCOMES

Upon completion of the course, participants will be able to:

- Describe typical behavior and performance of hot-mix asphalt (HMA) pavements
- Identify common types of HMA pavements distress and be able to describe their mechanisms
- Describe key components of a thorough project-level evaluation
- Describe the variety of rehabilitation techniques available and state their deficiencies
- Identify feasible rehabilitation techniques for HMA pavements exhibiting different distresses and conditions
- Develop the process for selecting the preferred rehabilitation alternative

TARGET AUDIENCE

FHWA, State, and local highway engineers in design, construction, and maintenance who are involved in the application of pavement rehabilitation techniques.

TRAINING LEVEL: Basic

FEE: 2013: \$450 Per Person; 2014: N/A

LENGTH: 2.5 DAYS (CEU: 1.5 UNITS)

CLASS SIZE: MINIMUM: 20; MAXIMUM: 30

NHI Customer Service: (877) 558-6873 • nhicustomerservice@dot.gov

**COURSE NUMBER**

FHWA-NHI-139008

**COURSE TITLE****Freight and Land Use Workshop**

The Freight and Land Use Workshop is a one-day training session intended to provide an in-depth, hands-on understanding of the land use needs of freight-generating facilities; the potential impacts freight land uses can have on the transportation system, communities, and the natural environment; strategies that can reduce or mitigate the impacts of freight land uses; and the roles stakeholder groups can play in implementing those strategies.

This workshop provides specific guidance to planning practitioners on how to integrate freight and land use considerations within the transportation planning and programming process, and offers the tools and resources to assess the impacts of land use decisions on freight movements, as well as the impacts of freight development and growth on land use planning goals.

****Special note:** Previously offered no cost sessions for 2013 and 2014 have reached scheduling capacity. NHI course fees now apply.**

OUTCOMES

Upon completion of the course, participants will be able to:

- Discuss the importance of coordinating land use policies and freight transportation planning
- Describe methods for coordinating freight land use with local, regional, and state comprehensive and transportation planning processes
- Describe methods to avoid or mitigate impacts of freight land uses on surrounding land uses and the environment
- Identify examples of sustainable freight land use strategies and initiatives
- Locate the resources and tools available to address freight and land use considerations within the transportation and comprehensive planning processes

TARGET AUDIENCE

The target audience for this course includes a variety of transportation and planning professionals involved in transportation or land use planning, with a particular focus on municipal and county land use and transportation planners; and local, regional, or state economic development officials. This course is also relevant for State DOT planners; environmental specialists; engineers and specialists; MPO staff; Federal transportation employees, particularly FHWA and FRA staff; private sector stakeholders, particularly representatives from industrial real estate development, trucking, rail, and other industry associations, and port and port authority staff. Secondary audiences include Federal and state resource agency staff, EPA staff, elected officials or MPO board members, shippers or industry leaders, consultants, and citizen activists.

TRAINING LEVEL: Basic

FEE: 2013: \$300 Per Person; 2014: \$300 Per Person

LENGTH: 1 DAYS (CEU: 0 UNITS)

CLASS SIZE: MINIMUM: 20; MAXIMUM: 30

NHI Customer Service: (877) 558-6873 • nhicustomerservice@dot.gov



COURSE NUMBER

FHWA-NHI-133078

COURSE TITLE

Access Management, Location and Design

This course has received a major update and improvements. The biggest change is that all participants will receive the TRB Access Manual for use in the class and reference after the training. NHI is providing 30 TRB Access Manuals per class and charging the host for these at our cost - \$40 per copy. If there are excess manuals those are to be retained by the host. Each host will be charged a flat fee of \$1,200 for the manuals (30 x \$40) to allow NHI to recoup only our purchase costs.

This course covers the complex technical issues that underlie effective access management practices on streets and highways and provides the technical rationale for proper signal spacing, driveway spacing and design, the application and design of auxiliary lanes. "Before" and "after" case studies illustrate the impacts of projects to improve traffic safety and operations. In addition, the course addresses the issues involved in developing and administering an effective access management program. The course references the state-of-the-practice as presented in the Transportation Research Board's 2003 Access Management Manual, the latest edition of AASHTO's A Policy on Geometric Design of Highways and Streets (Green Book), and pertinent NCHRP reports. In summary, this training provides a lasting reference and specific applications of techniques and practices that will enable transportation engineering and planning personnel to implement successful access management strategies and programs. All participants will receive the class notebook and a copy of the TRB Access Management Manual.

OUTCOMES

Upon completion of the course, participants will be able to:

- Discuss the impact of access on highway safety and operations
- Choose access management techniques to mitigate challenges
- Identify practices needed for implementing access management programs

TARGET AUDIENCE

This course targets transportation and planning professionals involved in traffic operations, roadway design, the planning of circulation systems, and land development. Specifically, the course is designed for those individuals directly involved in implementing access management solutions in their jurisdictions, as it focuses heavily on resources and solutions to reduce the impact of access points on traffic flow.

TRAINING LEVEL: Basic

FEE: 2013: \$500 Per Person; 2014: \$600 Per Person

LENGTH: 3 DAYS (CEU: 1.8 UNITS)

CLASS SIZE: MINIMUM: 20; MAXIMUM: 30

NHI Customer Service: (877) 558-6873 • nhicustomerservice@dot.gov

**COURSE NUMBER**

FHWA-NHI-142045

COURSE TITLE**Pedestrian Facility Design**

To emphasize the importance of planning for pedestrians, the course focuses on case examples involving corridor and intersection design issues. Participants are engaged through lecture, discussion, video demonstrations of problem areas in corridors and intersections, small group problem identification, and the development of design alternatives. This training was developed to provide information and application opportunities to those involved in the design of pedestrian facilities. The Americans with Disabilities Act (ADA) requires newly constructed and altered sidewalks to be accessible and usable by people with disabilities, and accessibility improvements need to be implemented for existing facilities.

OUTCOMES

Upon completion of the course, participants will be able to:

- List the characteristics of pedestrians and motorized traffic that influence pedestrian facility design
- Apply the concepts of universal design and applicable design reference material to redesigning an existing location and/or designing a new location that meets the needs of motorized and nonmotorized users
- Use the reference manual provided in the course to support design decisions for the case example
- Given a case example, identify potential conflicts between pedestrians and other traffic and propose design options that improve access and safety
- Given a case example, analyze the network for improvement options to meet the needs of pedestrian and other traffic

TARGET AUDIENCE

Engineers with planning, design, construction, or maintenance responsibilities; pedestrian and bicycle specialists, disability and orientation specialists, transportation planners, architects, landscape architects, as well as decisionmakers at the project planning level.

TRAINING LEVEL: Intermediate

FEE: 2013: \$350 Per Person; 2014: \$400 Per Person

LENGTH: 1.5 DAYS (CEU: .9 UNITS)

CLASS SIZE: MINIMUM: 20; MAXIMUM: 30

NHI Customer Service: (877) 558-6873 • nhicustomerservice@dot.gov

**COURSE NUMBER**

FHWA-NHI-133113

COURSE TITLE**Work Zone Traffic Control for Maintenance Operations**

This course provides guidance and training for field personnel working in the planning, selection, application, and operation of short-term work zones. The course addresses typical short-term maintenance activities occurring on two-lane rural highways and multilane urban streets and highways. The course covers the applicable standards for work zone protection contained in the "Manual on Uniform Traffic Control Devices" (MUTCD), discussing the need for proper application of devices, while addressing liability issues of highway agencies and individuals. Classroom presentation includes practical exercises to plan, set up, operate, and remove work zone safety devices, including appropriate flagging procedures for these operations.

This course is part of the Certificate of Accomplishment in Work Zone Safety. To learn more about how you can achieve a certificate in Work Zone Safety visit the NHI Web site at http://www.nhi.fhwa.dot.gov/training/cert_programs.aspx.

NHI is providing 30 MUTCD Manuals per class and charging the host for these at our cost - \$10 per copy. If there are excess manuals those are to be retained by the host. Each host will be charged a flat fee of \$300 for the manuals (30 x \$10) to allow NHI to recoup only our purchase costs.

OUTCOMES

Upon completion of the course, participants will be able to:

- Apply traffic control through short-term and mobile work areas
- Use national work zone standards and requirements as contained in Part VI of the MUTCD
- Use standard traffic control devices in work zones
- Design and install traffic control schemes for short-term and mobile operations on rural two- and multilane streets and highways
- Apply proper flagging procedures

TARGET AUDIENCE

State, county, and utility personnel, such as maintenance crews, survey crews, and utility crews, who are responsible for establishing traffic controls through short-term, utility, and maintenance work areas.

TRAINING LEVEL: Accomplished

FEE: 2013: \$300 Per Person; 2014: N/A

LENGTH: 1 DAYS (CEU: .6 UNITS)

CLASS SIZE: MINIMUM: 20; MAXIMUM: 30

NHI Customer Service: (877) 558-6873 • nhicustomerservice@dot.gov

**COURSE NUMBER**

FHWA-NHI-380076

COURSE TITLE**Low-Cost Safety Improvements Workshop**

This course provides a comprehensive presentation of low-cost, ready-to-use improvements that enhance the safety of highways. The course covers a synthesis of countermeasures and their associated crash reduction factors as identified in the "AASHTO Strategic Highway Safety Plan – NCHRP 500 Guidebooks." Countermeasures for specific areas of highway safety, including roadside hazards; signing, markings, and lighting; traffic control devices; intersections; traffic signals; and railroad grade crossings are discussed. The course also introduces recent low-cost safety improvements that have been developed by States and local engineers. Through exercises, participants learn how to analyze highway safety situations and apply appropriate countermeasures to those situations.

OUTCOMES

Upon completion of the course, participants will be able to:

- Identify appropriate engineering countermeasures from crash patterns
- Recognize deficiencies in operation/design and select appropriate countermeasures for roadside hazards
- Recognize deficiencies in safety performance of signing, markings, and lighting, and elect appropriate countermeasures
- Recognize deficiencies in operation/design of intersections and select appropriate countermeasures
- Recognize deficiencies in operation/design of traffic signals and select appropriate countermeasures
- Recognize deficiencies in operation/design of railroad grade crossings and select appropriate countermeasures
- Illustrate new and innovative low-cost safety improvement measures developed by State DOTs

TARGET AUDIENCE

Federal, State, and local transportation, traffic and safety engineers, and planners involved in reducing crashes.

TRAINING LEVEL: Accomplished

FEE: 2013: \$300 Per Person; 2014: \$300 Per Person

LENGTH: 1 DAYS (CEU: .6 UNITS)

CLASS SIZE: MINIMUM: 22; MAXIMUM: 35

NHI Customer Service: (877) 558-6873 • nhicustomerservice@dot.gov

**COURSE NUMBER**

FHWA-NHI-133112

COURSE TITLE**Design and Operation of Work Zone Traffic Control (1-Day)******Formerly Course No. 380003****

This course provides participants with information on the safest and most efficient work zone traffic controls, including the application of effective design and installation concepts; and using signs and markings for detours, construction zones, and maintenance sites. The legal, administrative, and operational aspects also will be discussed. Classroom presentations include lectures, case histories, and workshops.

This course is part of the Certificate of Accomplishment in Work Zone Safety. To learn more about how you can achieve a certificate in Work Zone Safety visit the NHI Web site at http://www.nhi.fhwa.dot.gov/training/cert_programs.aspx.

NHI is providing 30 MUTCD Manuals per class and charging the host for these at our cost - \$10 per copy. If there are excess manuals those are to be retained by the host. Each host will be charged a flat fee of \$300 for the manuals (30 x \$10) to allow NHI to recoup only our purchase costs.

OUTCOMES

Upon completion of the course, participants will be able to:

- Describe each step involved in providing work zone traffic controls
- Identify and apply workable concepts and techniques for designing, installing, and maintaining controls in construction, maintenance, and utility operations
- Identify appropriate principles in the design of traffic control plans
- Apply traffic control plans to site conditions, monitor traffic controls, and make changes indicated by traffic accidents and incidents
- Discuss techniques and procedures used by different agencies
- Assess the legal consequences of action and inaction relative to work zone traffic control and identify risk management procedures

TARGET AUDIENCE

Design, construction, and maintenance personnel responsible for designing, installing, and monitoring work zone traffic control.

TRAINING LEVEL: Intermediate**FEE:** 2013: \$300 Per Person; 2014: \$300 Per Person**LENGTH:** 1 DAYS (CEU: 0 UNITS)**CLASS SIZE:** MINIMUM: 20; MAXIMUM: 30**NHI Customer Service:** (877) 558-6873 • nhicustomerservice@dot.gov



COURSE NUMBER

FHWA-NHI-380077

COURSE TITLE

Intersection Safety Workshop

Beginning with an introduction to intersection and crash characteristics, this course provides information on ready-to-use, direct-application safety measures for rural unsignalized and signalized intersections. Participants are presented with a synthesis of countermeasures and their associated crash reduction factors as identified in the "AASHTO Strategic Highway Safety Plan - NCHRP 500 Guidebooks." The course focuses on the application of these countermeasures and design and safety operations best practices for substantive improvements to intersection safety. During the course, participants have the opportunity to present intersection safety situations that they are currently facing and discuss appropriate countermeasures and best practices to address those situations.

OUTCOMES

Upon completion of the course, participants will be able to:

- Apply models (equations) to predict the number of crashes for an intersection based upon traffic volumes
- Identify high crash intersections and recognize appropriate engineering countermeasures
- Identify crash reduction factors/crash modification factors associated with countermeasures
- Describe safety performance of intersection geometric design features and the models to quantify the safety effect
- List regulatory, warning, and guide signing and markings countermeasures and associated safety benefits
- List highway lighting countermeasures and associated safety benefits
- List traffic signal countermeasures and associated safety benefits

TARGET AUDIENCE

Federal, State, and local transportation traffic and safety engineers, and planners involved in reducing intersection crashes.

TRAINING LEVEL: Accomplished

FEE: 2013: \$300 Per Person; 2014: \$300 Per Person

LENGTH: 1 DAYS (CEU: .6 UNITS)

CLASS SIZE: MINIMUM: 22; MAXIMUM: 30

NHI Customer Service: (877) 558-6873 • nhicustomerservice@dot.gov

**COURSE NUMBER**

FHWA-NHI-135048

COURSE TITLE**Countermeasure Design for Bridge Scour and Stream Instability (2.5-Day)**

This course provides an overview of countermeasures to highway related failures from the effects of stream instability, scour, erosion, and stream aggradation and degradation problems. Material for the 2.5-day course comes primarily from Hydraulic Engineering Circular (HEC) "Bridge Scour and Stream Instability Countermeasures - Experience, Selection, and Design Guidance" (HEC-23).

Given a stream instability and scour problem, participants will select appropriate countermeasures to correct the problem. The course provides training in recommended strategies for developing a plan that includes appropriate countermeasures, including alternatives to conventional riprap and filter design.

Participants will apply hydraulics analysis techniques to countermeasure design for seven design guideline workshops. The course provides an introduction to fixed and portable instrumentation for scour monitoring using slides and video demonstrations. Participants will receive training in designing a monitoring program to reduce the risk from scour.

NHI Course 135046 provides training in identifying and analyzing stream instability and scour problems at highway bridges and is recommended as a prerequisite for this course.

NHI Courses #135086 and #135087 are Web-based training module and are prerequisites for NHI Hydraulics courses 135047 and 135048.

OUTCOMES

Upon completion of the course, participants will be able to:

- Develop a plan of action for a scour critical bridge
- Propose countermeasures for stream instability and scour problems
- Identify countermeasures for bridge scour and stream instability using the HEC-23 countermeasures matrix
- Design selected countermeasures with HEC-23 design guidelines

TARGET AUDIENCE

Federal, State, and local highway hydraulic, structural, and geotechnical engineers and bridge inspectors responsible for maintaining the integrity of highway bridges against possible hydraulic-related problems. Consultants who do bridge engineering work are also encouraged to attend.

TRAINING LEVEL: Intermediate

FEE: 2013: \$655 Per Person; 2014: \$700 Per Person

LENGTH: 2.5 DAYS (CEU: 1.5 UNITS)

CLASS SIZE: MINIMUM: 20; MAXIMUM: 30

NHI Customer Service: (877) 558-6873 • nhicustomerservice@dot.gov



COURSE NUMBER

FHWA-NHI-130055

COURSE TITLE

Safety Inspection of In-Service Bridges

NOTE: This course was updated in 2012 and now contains mandatory prerequisite requirements for participants and host requirements in preparation for the field exercises. See details below.

This course is based on the 2012 FHWA "Bridge Inspector's Reference Manual (BIRM)" and provides training on the safety inspection of in-service highway bridges. The course includes two virtual bridge inspection exercises* facilitated using NHI's virtual bridge inspection computer-based training (CBT) technology; instruction on critical findings, their identification and response; curriculum on the American Association of State Highway and Transportation Officials element level inspection approach; and activities that maximize participant engagement throughout the course. This course does not go into depth on fracture critical, underwater, or complex bridge inspections. Other specialty courses, 130078 Fracture Critical Inspection Techniques for Steel Bridges and 130091 Underwater Bridge Inspection, cover these topics.

Participants will be asked to complete mid-term and end-of-course assessments each with a cumulative score of 70% or better to successfully complete the course and receive a certificate of completion. The sponsoring agency/State may monitor the examinations and retain the scores to qualify or certify bridge inspectors. Satisfactory completion of this course will fulfill the comprehensive bridge inspection training requirements of the National Bridge Inspection Standards. Note: Many States have additional requirements to become a bridge inspection team leader.

Participant Prerequisite Requirement: ALL participants must have met one of the three prerequisite requirements for participation in this course** and bring a course completion certificate bearing their name to the first day of the class. The passing score for all prerequisites is 70% or better. Individuals have the option to complete one of the following three prerequisite requirements: 1) 130054 Engineering Concepts for Bridge Inspectors, a 5-day Instructor-led course; 2) 130101 Introduction to Safety Inspection of In-Service Bridges, a 14-hour Web-based training and assessment; and/or 3) 130101a Prerequisite Assessment for Safety Inspection of In-Service Bridges, a Web-based assessment.

Host Requirements: Hosts must provide a training room large enough to accommodate at least 30 participants as well as the 15 NHI virtual bridge laptops that will be used for the virtual bridge exercises. Additionally, the host must ensure that ALL students have successfully met the prerequisite requirement** and have a valid course completion certificate for one of the three prerequisite options.

*Alternatively, the State can exercise the option to request to have a physical field trip in lieu of one or both virtual bridge exercises. If this option is exercised, the host/sponsoring agency is required to provide transportation for course participants to attend the field trip portion of this course at the host/sponsoring agency's own expense. The host must coordinate with the instructor to identify bridges for inspection during the field trip exercises, in advance of the course delivery.

**Please note: prerequisite must be completed within two years of the course start date. Additionally, it is recommended that prior to attending this course participants spend some time in the field, at bridge inspection sites, but not required.

OUTCOMES

Upon completion of the course, participants will be able to:

- Discuss the duties and responsibilities of a bridge inspector and define inspection concepts including personal and public safety issues associated with bridge inspections
- List the inspection equipment needs for various types of bridges and site conditions
- Describe, identify, evaluate, and document the various components and deficiencies that can exist on bridge components and elements
- List design characteristics and describe inspection methods and locations for common concrete, steel, and timber structures
- Identify and evaluate the various culvert and waterway deficiencies
- Discuss the need to inspect underwater portions of bridges
- Describe nondestructive evaluation methods for basic bridge materials
- Demonstrate how to field inspect and evaluate common concrete, steel, and timber bridges

TARGET AUDIENCE

Federal, State, and local highway agency employees; and consultants involved in inspecting bridges or in bridge inspection management and leadership positions. A background in bridge engineering is strongly recommended. All participants must successfully complete (score 70% or better) one of the following three prerequisite requirements within two years prior to attending this training: 1) 130054 Engineering Concepts for Bridge Inspectors ; 2) 130101 Introduction to Safety Inspection of In-Service Bridges ; or 3) 130101a Prerequisite Assessment for Safety Inspection of In-Service Bridges .

TRAINING LEVEL: Intermediate

FEE: 2013: \$1700 Per Person; 2014: \$1800 Per Person

LENGTH: 10 DAYS (CEU: 6.7 UNITS)

CLASS SIZE: MINIMUM: 20; MAXIMUM: 30

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Exhibit C

INSURANCE AND BOND

For the purpose of providing training under this contract, the insurance and bond requirements as stated in contract provision 14.1 are waived.



U.S. Department
of Transportation
**Federal Highway
Administration**

National Highway Institute

13010 N. Court House Road
Suite 300
Arlington, VA 22201

JAN 23 2014

In Reply Refer To:
DTS-NHI-1

CERTIFICATE

This is a document verifying that Mr. Richard Barnaby, is the Director of Training for the National Highway Institute, and has held this position since (05/30/06). By virtue of this position he has this authority to sign agreements on behalf of NHI and that he had the authority as of the date the agreement was signed 01/27/15.

The National Highway Institute is the technical training arm of the US government Federal Highway Administration and has been providing training to federal, state, and local entities since 1970. The director of training for NHI has the ability to commit resources to support the NHI Training Program.

Danielle Mathis-Lee

Program Support Team Leader
NHI