



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

February 26, 2013
Bureau of Traffic

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

REQUESTED ACTION

Authorize the Department of Transportation to amend contract #4000874 with Transcore ITS, LLC, New York, New York (Vendor #173636) for the purpose of increasing the contract amount by \$246,859.32 (from \$4,784,729.60 to \$5,031,588.92) for the installation of a communications infrastructure and ITS technology along the I-95, Spaulding Turnpike, Route 101 and Route 4 corridors, effective upon Governor and Council approval through October 7, 2016. Project Funding for this requested increase is 52% Federal and 48% Turnpike Funds.

Funding is as follows:

FY2013

Table with 2 columns: Description and Amount. Rows include Consolidated Federal Aid (400-500870 Highway Contract Payments) for \$128,883.11 and Blue Star Memorial Highway (400-500870 Highway Contract Payments) for \$117,976.21.

EXPLANATION

The Seabrook to Portsmouth, (A), 11151E contract was approved by Governor and Council on September 22, 2010, Item #239 for an original contract encumbrance of \$4,784,729.60. The contract is proposed to be increased by \$246,859.32 to address the following items:

#1) Additional costs of \$39,198.81 associated with the procurement, installation and integration into the I-95 communications network of 5 Closed Circuit TV (CCTV) cameras located on the I-95 and Spaulding Turnpike corridors. The original scope was to install a single camera at all locations and then at a future date install a second camera only at specific locations, as needed. Camera poles with two brackets arms to hold two cameras are being built as it is more cost efficient than having to return and install a second bracket at a later date. Upon examination of the viewing angles that the single cameras are providing, Turnpikes is requesting the installment of a second camera in five (5) key designated areas to improve visibility, creating both a north and southbound view at this point in time.

#2) Additional costs of \$64,592.82 associated with the procurement, installation and network integration of microwave communication equipment that connects a Dynamic Message Sign (DMS) that was built on Interstate 95 in a separate contract (Project # 15892) into the State's communication infrastructure. The connectivity gives the Transportation Management Center (TMC) the ability to manage and control this device from the TMC in Concord. This message board is located on I-95 on the northbound side just before traveling across the high level bridge into Maine. This message board was not included in the I-95 full corridor deployment project (Project #11151E) because its procurement was already in process under another project (Project #15892). It is more cost efficient to have the microwave contractor, who is installing the full ITS corridor deployment, also connect this message board to the communications network.

#3) Unanticipated costs of \$22,735.55 associated with the materials procurement and the installation of a bull nose guardrail treatment at Exit 7 on the Spaulding Turnpike to provide additional protection to the CCTV camera pole and equipment cabinet built in this location. The CCTV is located in the median area between the on and off ramps at Exit 7 on the northbound side of the Spaulding and it is on the outside of a curve. Following a field review, both Construction and FHWA noted concerns with the location of this CCTV and its relation to the existing geometry of the roadway. Even though the CCTV is located just outside of the clear zone, it is felt that this location does not offer enough protection for the ITS device and there is potential for it to be hit in an accident. The relocation of the CCTV to outside of this median area is not possible due to both the viewing angles of the camera and its location in the communications network. The installation of a bull nose guardrail treatment provides the required protection.

#4) Unanticipated costs of \$45,800.00 to install what is called a second VLAN network. This is a virtual land area network diagram that connects field devices such as CCTV cameras into the state's communications network. These types of network design are built to handle a maximum number of available ports for device connection. As the #11151E project progresses, it has been discovered that upon completion of the project, all available ports used to connect ITS devices will be used and there will be no further room for growth. There will be no ability to connect devices such as those that are already in process on the Newington-Dover project as well as any future deployments. There was the discussion of delaying this additional work and adding it into the Newington-Dover project. However, if this request is delayed and initiated in the latter project upon its completion, the installation of the second VLAN will require that the entire I-95 and Spaulding network be brought offline for a period of 4 to 6 weeks. In discussions with the Bureau of Turnpikes, the request is to add this second network configuration task into this ITS project.

#5) Additional costs of \$45,907.62 for engineering design services that will deliver a preliminary fiber optic network design to be used at a later date. During project construction, there have been several discussions about improving the video connectivity of the bridge cameras on the three Portsmouth bridges with the Bridge Operations Center (BOC) located at 10 Ranger Way. The Contractor was requested by the Department to provide a fiber optic design that will provide a more reliable video viewing stream to the BOC. Upon review of the potential design and the subsequent design costs, it has been decided through a Commissioner/Management meeting to create a separate construction project that will address the deteriorating infrastructure on the bridges at a later date. This request compensates the engineering firm for its design services as the fiber optic plans that they have developed will be used in the future project.

#6) Unanticipated costs of \$28,624.52 for the relocation and additional construction costs to be incurred from the relocation of a power connection to a CCTV located at Exit 16 on the Spaulding Turnpike. Unanticipated plan changes from another project (Project #10620J) deleted the original power connection. Upon a site review, it has been determined that the next closest point is 1200 feet further west than the original location that was submitted in the ITS design plans. This increase in length requires the addition of a step down transformer, which greatly increases the installation and connectivity costs.

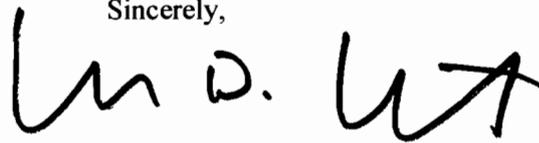
The project funding for the six tasks is described in the below table.

	FHWA	Turnpike	Total	Comments
#1	\$0.00	\$39,198.81	\$39,198.81	100% Turnpike Funding
#2	\$51,674.26	\$12,918.56	\$64,592.82	80% Federal Funding; 20% Turnpike Funding
#3	\$17,669.24	\$5,066.31	\$22,735.55	This is not a strict 80%-20% split. There is a small addition to the Turnpike funding. Approved FHWA.
#4	\$36,640.00	\$9,160.00	\$45,800.00	80% Federal Funding; 20% Turnpike Funding
#5	\$0.00	\$45,907.62	\$45,907.62	100% Turnpike Funding
#6	\$22,899.62	\$5,724.90	\$28,624.52	80% Federal Funding; 20% Turnpike Funding
Total	\$128,883.12	\$117,976.20	\$246,859.32	

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

Your approval of this amended contract is respectfully requested.

Sincerely,



Christopher D. Clement, Sr.
Commissioner

Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Peter C. Hastings
Acting Commissioner

February 12, 2013

Christopher D. Clement, Sr.
Commissioner
State of New Hampshire
Department of Transportation
7 Hazen Drive
Concord, NH 03302

Dear Commissioner Clement:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Trans Core ITS, LLC, of New York, NY (Vendor #173636) as described below and referenced as DoIT No. 2010-0043A.

This is a request for approval to amend contract for the I-95 Advanced Transportation Management Project. The additional funding requested will enable TransCore to complete six task orders, dealing with the network of five Closed Circuit TV (CCTV) cameras, a Dynamic Message Sign (DMS), structural protection for CCTV camera and equipment, the installation of a VLAN, a fiber optic design for a future phase, and relocation of a power connection for CCTV. The amendment will be effective upon Governor and Executive Council approval through October 7, 2016. The amount of this amendment is \$246,859.32, for a total contract amount not to exceed \$5,031,588.92.

A copy of this letter should accompany the Department of Transportations' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
2010-043A

cc: Gail Hambleton, DoIT
Leslie Mason, DoIT
David Perry, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
I-95 ADVANCED TRANSPORTATION MANAGEMENT SYSTEM
Seabrook to Portsmouth
Project No. 11151E-RFP 2010-43A
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2010-43A, on September 22, 2010, Item # 239 (hereafter referred to as the "Agreement"), TransCore ITS, LLC, (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Transportation (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price by \$246,859.32 from \$4,784,729.60 to \$5,031,588.92.

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Agreement General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$246,859.32 from \$4,784,729.60 to \$5,031,588.92.

Exhibit A: Contract Deliverables, Section 2. Deliverables, Milestones, and Activities Schedule of the Agreement is hereby amended by adding the following:

2.2 Amendment 1 Implementation Schedule – Activities / Deliverables / Milestones

ID	ACTIVITIES/DELIVERABLES /MILESTONES
1	Procure and install 5 cameras on I-95 and the Spaulding Turnpike.
2	Procure and install wireless communication equipment placed on a Dynamic Message Sign (DMS) located on I-95.
3	Procure and install a bull nose guardrail treatment located at Exit 7 on the Spaulding Turnpike
4	Install a second virtual land area network (VLAN).
5	Design a fiber optic network on the high level bridge on I-95.
6	Relocate one power connection used for a Closed Circuit TV (CCTV) camera install located at Exit 16 on the Spaulding Turnpike.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
I-95 ADVANCED TRANSPORTATION MANAGEMENT SYSTEM
Seabrook to Portsmouth
Project No. 11151E-RFP 2010-43A
CONTRACT AMENDMENT A

Exhibit B of the Agreement is hereby amended as follows:

1. The activities and deliverables contained in Section 1.1 Install of Exhibit B: *Deliverable Payment Schedule* of the Agreement is hereby amended to add new deliverables detailed below, in Table 2. Changes in payment amounts will be based on the schedule in Table 2.

Table 2 Amendment A to Contract 2010-43A- I-95 Advanced Transportation Management System

ID	ACTIVITIES/DELIVERABLES/MILESTONES	DUE DATE	PAYMENT AMOUNT
1	1. Additional 5 cameras	6/21/13	\$39,198.81
2	2. Wireless integration and communication equipment installed on a DMS.	6/21/13	\$64,592.82
3	3. Additional construction of a bull nose guardrail treatment on the Spaulding Tpk, Exit 7.	6/21/13	\$22,735.55
4	4. Installation of a second VLAN network	6/21/13	\$45,800.00
5	5. Engineering services for a fiber optic network design for the high level bridge.	6/6/13	\$45,907.62
6	6. Additional construction costs to relocate the power connection for one CCTV install.	6/21/13	\$28,624.52

Table 1 Contract 2010-43A- I-95 Advanced Transportation Management System Amendment A

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2010-43A	Original Contract	10/7/2016	\$4,784,729.60
2010-43A Amendment-A	Fixed Price	10/7/2016	\$246,859.32
CONTRACT TOTAL			\$5,031,588.92

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
I-95 ADVANCED TRANSPORTATION MANAGEMENT SYSTEM
Seabrook to Portsmouth
Project No. 11151E-RFP 2010-43A
CONTRACT AMENDMENT A

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Joseph S. Grabias
Joseph S. Grabias, Vice President
TransCore ITS, LLC

Date: 1/2/13

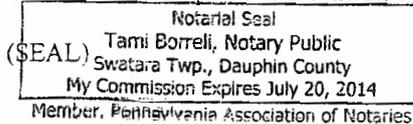
Corporate Signature Notarized:
STATE OF PENNSYLVANIA
COUNTY OF DAUPHIN

On this the 2nd day of January, 2013, before me, Tami Borreli, the undersigned Officer Joseph S. Grabias personally appeared and acknowledged ~~her~~/himself to be the Vice President, of TransCore ITS, LLC, a corporation, and that ~~she~~/he, as such Joseph S. Grabias, VP being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~her~~/himself as TransCore, ITS, LLC.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Tami Borreli
Notary Public/~~Justice of the Peace~~

My Commission Expires PENNSYLVANIA July 20, 2014



State of New Hampshire

Christopher D. Clement in
Christopher D. Clement, Sr., Commissioner
State of New Hampshire
Department of Transportation

Date: 1/18/13

Approved by the Attorney General (Form, Substance and Execution)

David M. Fitch
State of New Hampshire, Department of Justice
David M. Fitch

Date: 2/13/13

Approval by the Governor & Council

By:

Date:

CERTIFICATE OF VOTE
(Corporation with Seal)

I, Joseph S. Grabias, Vice President Finance and Assistant Secretary of the
(Corporation Representative Name) (Corporation Representative Title)

TransCore ITS, LLC, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Vice President Finance and Assistant Secretary of the
(Corporation Representative Title)

TransCore ITS, LLC a Delaware limited liability company (corporation) (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

1st day of August, 2012, which meeting was duly held in accordance with

Delaware law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain I-95 ADVANCED TRANSPORTATION MANAGEMENT SYSTEM Project # 11151E - RFP 2010-043A services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Tracy Marks, President

Joseph S. Grabias, Vice President Finance & Assistant Secretary

Paul J. Soni, Vice President, Treasurer & Assistant Secretary

David Brant Liner, Vice President & Secretary

Jack Buhsmer, Vice President

Russell L. Reeser, Vice President & Assistant Secretary

Michael F. Holling, Assistant Vice President

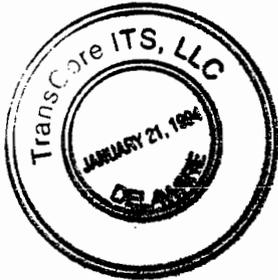
Robert George Rausch, Assistant Vice President

Michael R. Mauritz, Assistant Vice President

Daniel A. Preslar, Assistant Vice President

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President Finance & Assistant Secretary
(Title)

of the Corporation and have affixed its corporate seal this 3rd day of JANUARY, 2013.



(Seal)

Joseph S. Grabias
Joseph S. Grabias
Vice President Finance and Assistant Secretary
(Title)

STATE OF PENNSYLVANIA
COUNTY OF DAUPHIN

On this the 3rd day of JANUARY 2013, before me, TAMI BORRELI, Notary Public the undersigned officer, personally appeared Joseph S. Grabias, who acknowledge her/himself to be the

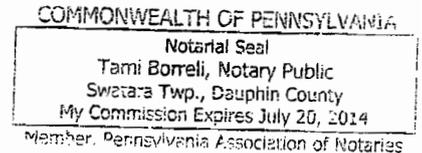
Vice President Finance and Asst Secretary of TransCore ITS, LLC, a corporation, and that she/he, as
(Title) (Name of Corporation)

such Vice Pres Finance and Asst Secy being authorized to do so, executed the foregoing instrument for
(Title)

the purposes therein contained, by signing the name of the corporation by her/himself as

Joseph S. Grabias, Vice President Finance and Assistant Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Tami Borrelli
Notary Public/Justice of the Peace

My Commission expires: July 20, 2014

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 Transcore ITS, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on March 19, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of October, A.D. 2012

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

20674

DATE (MM/DD/YYYY)
3/30/2012

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 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 Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	National Union Fire Ins. Co. of Pittsburgh, PA	19445
INSURED Roper Industries, Inc; A Parent Company Transcore ITS, LLC 8158 Adams Drive Hummelstown, PA 17036	INSURER B:	23841
	New Hampshire Insurance Co.	
	INSURER C:	23817
	Illinois National Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 4152373 **REVISION NUMBER:** See below

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		5076394	04/01/12	04/01/13	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> 2,500 Comp <input checked="" type="checkbox"/> 2,500 Coll		2714497 (AOS) 27144984 (MA)	04/01/12	04/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$ 2,500 Coll
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		13273114	04/01/12	04/01/13	EACH OCCURRENCE	\$ 50,000,000
						AGGREGATE	\$ 50,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	45850612 (AOS) 45850613 (CA) 45850614 (FL), 45850615 (MA)	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
A						E.L. EACH ACCIDENT	\$ 1,000,000
C						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability (E&O)		017085007	04/01/12	04/01/13	\$15,000,000 per occ / agg.	

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

RE: NHDOT Contract/Project no. 2010-043A, I-95 Advanced Transportation management System.

NHDOT, State's Consultants, and others are named as additional insured as it relates to general liability regarding work performed by the named insured. Umbrella follows form as it relates to additional insureds. The above coverage is primary and non-contributory where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Transportation
 Attn: George N. Campbell, Jr NHDOT Commissioner
 John O. Morton Building
 7 Box 483 / 7 Hazen Drive
 Concord, NH 03302-0483

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

EEO OFFICER NOTIFICATION AND PROGRAM COMPLIANCE CERTIFICATION 2013

(Companies that perform Federal-aid contract work of \$10,000 or more annually must submit this form each January)

FROM (Name of Company): TransCore ITS, LLC

12 / 21 / 2012
Date

TO: NH DOT Office of Federal Compliance

In accordance with the Required Contract Provisions (Form FHWA 1273), the following information is furnished:

Initial Next to Each

THIS IS TO CERTIFY:



AS This company has accepted the following statement as our operating policy: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

AS Periodic meetings with supervisory and personnel office employees were conducted before the start of work and will be accomplished once every six (6) months.

AS All new supervisory or personnel office employees were given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within 30 days following their employment start date.

AS All personnel who are engaged in direct recruitment for the project were instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

AS This company's EEO policy was reviewed and reaffirmed within the last 12 months and was brought to the attention of all our employees by the following means (check as applicable):

Meetings/Briefings

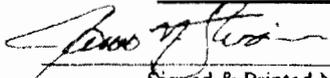
Employee Handbook

Other: Internal Corporate Intranet website

AS A written record was made of the above meetings/briefings, person's attending, and the subject matter that was discussed. Signed acknowledgements of attendance at EEO meetings/training are on file.

I have attached a copy of this company's **EEO Appointment Letter and Policy Statement**.

*SIGNED CERTIFICATION AND NAME OF CORPORATE EEO OFFICER:


James M. Strain
Signed & Printed Name
8600 Jefferson NE
Albuquerque, NM 87113
Address (Include Zip Code)

Vice President, Human Resources

Title or Position in Firm

(505) 856-8080

Telephone (Include Area Code)

Email Address: jim.strain@transcore.com

* Named individual must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so

(See Enclosures)



EEO Officer

James M. Strain SPHR | VP-Human Resources

TRANSCORE

8600 Jefferson NE

Albuquerque, NM 87113

☎: (505) 856-8080 | ✉: jim.strain@transcore.com

Policy 1:01

January 2001

Rev 4/08

Page 1 of 5

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

PURPOSE

This company is committed to a discrimination-free workplace and to providing equal opportunity in employment for all people without regard to race, color, religion, pregnancy, sex, national origin, age, physical or mental disability, veteran's status, uniformed service, or other protected characteristic. By hiring, compensating, training, promoting, and in all ways providing equal treatment to employees, the effectiveness of our operations can be maintained while enhancing the economic progress and growth of our employees.

This company is committed to the letter and spirit of federal, state, and local legislation, government regulations, and executive orders providing affirmative action and equal employment opportunity to all applicants and employees without regard to age, race, color, religion, pregnancy, national origin, physical or mental disability, sex, veteran's status, uniformed service, or any other protected characteristic. Bona fide occupational qualifications will be taken into account where appropriate.

However, because there are laws that require non-discriminatory practices in certain circumstances, it is incumbent on TransCore to clarify the Company's posture on both Equal Employment Opportunity (EEO) and Affirmative Action. It is therefore the intent of the Company to create and maintain a work site free of discrimination and harassment, including sexual harassment (see also Policy 2-05).

RESPONSIBILITY

This company will ensure that managers and supervisors take positive steps to comply with this policy. They are required to be aware of potential discrimination situations, quickly resolve any discrimination issues that arise, and refrain from retaliation or harassment against any employee involved in the filing, investigation, or resolution of a discrimination claim.

Managers, supervisors, and all other employees are required to cooperate fully with the investigation and resolution of all discrimination and affirmative action complaints.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to immediately contact any of the following sources for assistance: their direct supervisor (or any supervisor); the next level manager; or, Human Resources. Human Resources will take immediate action to investigate any and all complaints registered. All information

relevant to the complaint should be made available to Human Resources upon request. Employees can raise concerns and make reports without fear of reprisal. Any supervisor or manager who becomes aware of any possible discrimination against or by an employee or applicant should immediately contact the Human Resources Manager

EEO POLICY

The Company requires that all employment decisions and practices be administered without unlawful discrimination regarding factors that are non-job related. These factors include, but are not limited to, conditions such as race, sex, creed, color, religion, national origin, citizenship status, age, source of income, pregnancy, marital status, sexual orientation, and physical or mental disabilities when the individual is otherwise qualified, as well as status as disabled and Vietnam-era veterans. This policy and procedure commits the Company to providing equal employment opportunity to all phases or aspects of employment and employee relations including, but not limited to, recruitment, selection, placement, transfers, training and development, promotion, demotion, compensation, benefits, layoffs, terminations and all other conditions or privileges of employment.

AFFIRMATIVE ACTION

Federal, state, and local laws require that TransCore act affirmatively under certain circumstances. Affirmative action for the purpose of this policy will be defined as: the aggressive recruitment, selection, and placement of the groups identified below. This policy further applies to all other conditions and privileges of employment with the Company.

It also is TransCore's policy to develop specific programs aimed at increasing the numerical participation of these individuals in all job families and classifications in a manner consistent with the overall business objectives of the Company. This policy and procedure establishes the circumstances under which the Company will affirmatively act. TransCore will take affirmative action to employ and advance in employment certain members of minority groups; i.e., Blacks, American Indians, Hispanics, and Asians. Further, affirmative action will also be undertaken for women, the physically and mentally handicapped when the handicapped are otherwise qualified, as well as disabled and Vietnam-era veterans.

For the specific purpose of affirmative action compliance, federal, state, and local laws only require the aggressive recruitment, selection, and placement of minorities, women and disabled and vietnam-era veterans. Therefore, TransCore's affirmative action commitment extends only to those legally protected classes of people. However, it is imperative to mention that the EEO clause of this policy extends TransCore's commitment to protecting all groups of people from any unlawful discrimination in the total employment process.

PROCEDURE

Inquiry

During the recruiting process, no inquiry relative to race, religion, national origin, age, or sexual preference will be made. Information as to the age of the applicant may be requested only when there are reasons to believe the applicant does not meet the minimum age requirement. Following hire, this information may be recorded for personnel records only and shall be used only for reporting purposes.

Employment of Women

Hours, conditions, and compensation for work by women are regulated by federal, state, and local laws. In some instances state and local laws conflict with federal laws since many of the state laws were designed to "protect" women employees by restricting the hours women can work, the time periods they may be employed, and restrictions on the type of work that women can perform. Title VII of the 1964 Civil Rights Act established that many of these so-called protective laws are discriminatory.

Therefore, it is the policy of the Company to treat all employees, regardless of sex, equally. As a matter of policy, no woman will be denied opportunity for employment or any other consideration in employee relations because of her marital status or be denied the opportunity for employment because of the age of her children. When state or local protective laws are in conflict with federal laws on the basis of sex, federal laws will take precedence. Requests should be made to the state or local government for relief from the state law as a result of the requirements of Title VII of the 1964 Civil Rights Act. Such requests are the responsibility of Human Resources.

Female applicants or employees will be considered for any position regardless of hours of work, requirements for lifting and other conditions or work without regard to sex. The policy should be liberally interpreted to mean that women can work the same number of hours as any other employee or perform any duties for which their qualifications, i.e., background or capabilities, reasonably exhibit proficiency. Specifications for any position will be based only on bona fide occupational qualifications.

Religion

TransCore will not discriminate against employees or applicants for employment because of their religious preferences. Further, the Company will take all necessary action to ensure that all employees and applicants for employment are treated during employment, or during the interview process, without regard to their religion.

The Company will attempt to make every effort to reasonably accommodate the special religious observances and practices of employees or applicants for employment, except where such accommodations create business hardships on the conduct of Company business.

Age

TransCore will not discriminate against any employee or applicant for employment because the individual is over the age of 40. There shall be no preference in employment opportunities to individuals under 40 years of age. This policy will apply to all dealings with applicants and employees and will include but not necessarily be limited to: hiring, placement, recruitment advertising, layoffs, and terminations. This policy also applies to compensation and to all other conditions or privileges of employment.

Age Requirements

Age requirements are specified by federal, state and/or local laws. General rules governing age provisions are as follows:

- No person under 16 years of age may be employed.
- No person under 18 years of age may be employed in any operations or occupation which is determined to be hazardous in nature or injurious to health.

Laws concerning age requirements are provided in most states and copies of such should be maintained in all facilities in these areas. Furthermore, this policy does not mandate benefits where minimum age requirements exist for eligibility to participate in certain benefit programs.

Sexual Orientation

It is the Company's policy not to discriminate in the recruitment, employment, or any other matter of employment on the basis of sexual orientation. Further, if an individual's sexual preference is voluntarily made known, if it comes to the attention of the interviewer or manager, it is not to be used in any manner to discriminate against the employee.

Physically and Mentally Handicapped

TransCore will affirmatively act to employ and advance in employment those employees or applicants for employment who meet the criteria as defined by the U.S. Department of Labor.

A handicapped individual is defined as any person who has a physical or mental impairment that substantially limits one or more such person's major life activities, has a record of such impairment, or is regarded as having such impairment. A handicapped individual is

"substantially limited" if he or she is likely to experience difficulty in securing, retaining or advancing in employment because of a handicap.

All matters relating to the removal of architectural barriers (i.e., rest rooms, stairs, entrances) to accommodate the physically and mentally handicapped, as well as disabled veterans, will be the administrative responsibility of Human Resources. Other kinds of accommodations (i.e., special equipment or equipment modifications) which may be needed to employ or advance in employment a handicapped applicant or employee will be the responsibility of the department employing the handicapped person.

SUMMARY

The Company shall endeavor to periodically monitor the results of this policy. Any person who feels that he/she has been discriminated against, however, should immediately contact his/her manager or Human Resources. Any employee who feels that he or she is being discriminated against for any reason may also utilize the Company's Dispute Resolution Guide (4:24/0).

TransCore's EEO policy is intended to prevent unlawful discrimination in all employment decisions and practices. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. Employees and applicants are also protected from coercion, intimidation, interference, or discrimination for filing a complaint or assisting in an investigation. Further, the affirmative action policy is intended to commit the Company to affirmatively act in those special areas relating to social distinction or protected classes as previously described and where past discrimination has denied equality or opportunity.



ANNUAL CONTRACTOR ASSURANCES FEDERAL-AID CONTRACTS

All participants of Federal-aid contracts offered through the New Hampshire Department of Transportation are required to submit this form each January

TransCore ITS, LLC

(Contractor), hereinafter referred to as the "PARTICIPANT," Hereby agrees that as a condition of receiving payment in connection with work performed on any New Hampshire Department of Transportation (NH DOT) Federally assisted contract it will comply with the Required Contract Provisions (FHWA Form 1273), and all requirements imposed by the NH DOT Office of Federal Compliance pursuant to the implementing regulations, applicable U.S. Department laws, and other pertinent directives, to that end the PARTICIPANT HEREBY GIVES THE FOLLOWING SPECIFIC ASSURANCES with respect to its participation in the Federal-aid Highway Program:

Initial Next to Each



1. ITS That the PARTICIPANT shall submit weekly Certified Payroll Reports (CPRs) and ensure that:
 - a. CPRs are submitted to the NHDOT no later than 14 calendar days from the end of the week (Saturday) in which work was performed
 - b. CPRs are submitted in the proper format and contain all required information
 - c. Each employee has been properly classified and paid for the time worked in each classification according to the minimum hourly wage(s) stipulated by the Wage Decision applicable to each of its contracts
 - d. Anytime the contract has multiple wage rates (multiple counties, states, or categories, i.e., highway, building, heavy, etc.) that either the highest rate of pay is paid for the classification or the payroll clearly indicates which wage schedule applies to the work performed (listing work classifications twice, stipulating which rates apply, as applicable).
 - e. Fringe benefit breakouts are provided with each payroll submission, if applicable.
 - f. Only allowable deductions have been taken and that "other" deductions are fully described on payrolls.
 - g. Salaried Forepersons/Superintendents performing in a classification more than 20% of the workweek are shown on payrolls having all pay and deduction information shown.
 - h. Owners performing work on site are included on payrolls and have the classification of work shown followed by "Owner," and that hours worked on site are also indicated (no other information is required).

2. §56 The PARTICIPANT shall also be responsible for ensuring compliance of the same for any subcontractor or lower-tier subcontractor with which it holds an agreement under a Federal-aid contract.
3. §56 That the PARTICIPANT shall review the Wage Decision in each of its contracts and submit an Additional Work Classification Request for each classification that does not appear in the applicable Wage Decision prior to using the classification on the project.
4. §56 That the PARTICIPANT shall not sublet, assign or otherwise dispose of any portion of the contract without approval from the NH DOT and acknowledges that any work performed by an unapproved subcontractor or lower-tier subcontractor shall not be paid for by the NHDOT. In the event that Consent is obtained after some or all of the work is performed, all work done prior to Consent will not be paid.
5. §56 That the PARTICIPANT is in full compliance with the Immigration Reform and Control Act of 1986 and has fulfilled all Form I-9 requirements by verifying identification and authorization to work for each employee reported on the payroll.
6. §56 That the PARTICIPANT acknowledges that any work performed or services provided under a Federal-aid contract shall be considered *satisfactorily completed* and payable only after the PARTICIPANT has fulfilled the contract requirements of the agency, including the submission of all documentation required by the specifications and the contract. Satisfactory completion of work performed shall be defined, for purposes of the prompt payment provision, when the Engineer finds the work completed in accordance with the contract, plans and specifications and required paperwork, for Progress and Partial payments, including material certifications and payrolls, has been received. The PARTICIPANT shall not disperse payment for an item of work under the contract without first obtaining certified payrolls from its subcontractors or lower-tier subcontractors, verifying the payment of wages according to paragraph "1." above.
7. §56 The PARTICIPANT acknowledges that a breach of any of the stipulations contained in the Required Contract Provisions, FHWA Form 1273, shall be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the NHDOT and FHWA.
8. §56 The PARTICIPANT acknowledges that an executive officer/owner of its company and their payroll officer may be required to complete 4-hours of Federal Contractor Compliance Training if found to have repeatedly violated the Required Contract Provisions. When mandated, Contractor Compliance Training must be completed before participation on future projects is authorized. This requirement does not relieve the Contractor of its obligations under the prime contract, nor does it prevent the Department from seeking other remedies or enforcement action, such as suspension or debarment.
9. §56 That the PARTICIPANT understands that a Work Certificate and supporting documentation to affirm compliance with NH RSA 228:4-b is submitted as part of its consent to sublet package and that the said Work Certificate includes all Work Classification Codes to be utilized on the project and that Workers Compensation Insurance covers all individuals performing work on site.
10. §56 That the PARTICIPANT acknowledges and understands it must list any Workers Compensation Insurance exclusions on the OFC Form 14 as part of its consent to sublet package.
11. §56 That the PARTICIPANT, in order to participate in any public project offered through the NH DOT, shall register its business name with the NH Secretary of State's Office and remain in *good standing* throughout the period of participation.

12. N/A **FOR NEW HAMPSHIRE BASED CONTRACTORS:** That the PARTICIPANT shall be in full compliance with the New Hampshire Employment Security (NHES) Office and all workers are being correctly reported to NHES. Those not being reported correctly pass the NHES' "ABC" test, RSA 282-A9III(a)(b)(c), and, as such, would be considered Independent Contractors by the NHDOT and would require subcontractor approval submission prior to working on site.
- a. Note: Our NHES Reporting ID Number is: _____.
13. SW **FOR OUT-OF-STATE CONTRACTORS ONLY:** That the PARTICIPANT shall complete an OFC Form 14b as part of its Annual Assurances requirement to certify its company compliance with NHES requirements.
14. SW That the PARTICIPANT shall maintain detailed pay records and other records documenting its compliance, and all efforts to comply, with the nondiscrimination and payroll requirements of the FHWA Form 1273, and shall make these records available for inspection by authorized representatives of the NH DOT, the U.S. Department of Labor, and the Federal Highway Administration at reasonable times and places for a period of 3 years following the completion of the contract work.
15. SW That the PARTICIPANT is fully aware that it may seek compliance assistance and training for itself, its subcontractors, or lower-tier subcontractors by contacting the NH DOT Office of Federal Compliance.
16. SW That the PARTICIPANT acknowledges that the NHDOT Standard Specifications for Road and Bridge Construction, Section 107.01, Laws to be Observed, applies.

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all contracts funded through the New Hampshire Department of Transportation under the Federal-aid Highway Program. The person whose signature appears below is an executive officer or owner of:

TransCore ITS, LLC

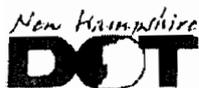
(Company Name)

Joseph S. Grabias, Vice President Finance and Assistant Secretary

Printed Name of Owner/Executive Officer (only)

Date: 12/21/2012

Signature



**NON-NEW HAMPSHIRE BASED CONTRACTOR
EMPLOYMENT SECURITY
ANNUAL ASSURANCE SUBMISSION**

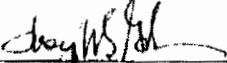
For Calendar Year: 2013

Contractor: TransCore ITS, LLC
(Name of Firm)
Corporate: 8158 Adams Drive
(Mailing Address)
Hummelstown, PA 17036
(City, State, Zip)

CONTRACTOR CERTIFICATION:

I hereby certify this company is not based in New Hampshire and that we are in full compliance with the Employment Security Office in the State of Pennsylvania and that all workers are being correctly reported to that Agency as required by the laws in this state.

We further understand and acknowledge that if new employees are hired for the purpose of performing work on a New Hampshire construction project (whether or not a resident of this state) and have not been reported to the Employment Security Office in this state, that this company is required to register with the New Hampshire Employment Security Office and shall comply with the employee reporting requirements as required by New Hampshire law.

Printed Name: Joseph S. Grabias
Title: Vice President Finance and Assistant Secretary
Signature: 
12/21/2012

Company Information Sheet

Company information must be updated every January or whenever any of the below information changes. Please fax to the Office of Federal Compliance (603) 271-8048

Company Name TransCore ITS, LLC # Years in Existence: 40+

List All Bona Fide Owners (owns a minimum of 20% of company): TransCore, LP

Company physical address: Corporate

Company mailing address: same as physical ()

8158 Adams Drive

Hummelstown, PA 17036

Phone (voice): 717-561-2400 (fax): (717) 561-5841 Federal ID # 94-3198006

Annual Gross Income () Under - \$100,000 () \$100,001 - \$500,000 () \$500,001 - \$1,000,000
(FHWA Requirement) () \$1,000,001 - \$5,000,000 () \$5,000,000 - \$10,000,000 () over \$10,000,000

IMPORTANT: Please designate 2 individuals to receive copies of emailed OFC Field Audit Reports:

Primary: James M. Strain, Vice President Human Resources

jim.strain@transcore.com

Alternate: Judith I. Hummel, Human Resources Manager

judith.hummel@transcore.com

Printed Name & Title

Email Address

Number of Employees in Company: _____

Work Week Begins On: Monday
Day of Week

Work Week Ends On: Friday
Day of Week

When is pay day (day of week): Friday

Workers are paid weekly (check)

Payroll Contact: Kimberly A. Dobson, Payroll Manager, Kimberly.dobson@transcore.com

Name, Title & E-mail address

Subcontractor Approval Contact: John Wieland, Subcontract & Procurement Mgr, john.wieland@transcore.com

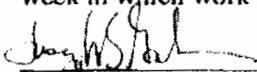
Name, Title & E-mail address

EEO Officer: James M. Strain, Vice President Human Resources

Name, Title & E-mail address

Form FHWA 1273& RSA 275:43 WEEKLY WAGES CERTIFICATION:

I hereby certify employees are paid all wages due within 8 days, including Sunday, after expiration of the week in which work is performed.


Signature / Title

Joseph S. Grabias, Vice President Finance and
Assistant Secretary

12 / 21 / 20 12

Date



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

August 5, 2010
Bureau of Traffic

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with TransCore ITS, LLC, New York, New York, Vendor #17636, with corporate offices in Hummelstown, PA, on the basis of a best value proposal of an amount not to exceed \$4,784,729.60 for full implementation and maintenance of a wireless microwave communications backbone/network (hardware and software) and deployment of Intelligent Transportation System (ITS) field devices along the I-95, Spaulding Turnpike, RT 101 corridors. The contract is effective upon Governor and Council approval, through October 7, 2016. Project Funding is 71% federal funds and 29% Turnpike Funds.

The funding is as follows:

<u>Account</u>	<u>FY 2011</u>
04-96-96-963015-3054 Consolidated Federal Aid 400-500870 Highway Contract Payments	\$3,399,155.68
04-96-96-961017-7500 BlueStar Memorial Highway 400-500870 Highway Contract Payments	\$1,385,573.92

EXPLANATION

The contract is effective upon Governor and Council approval, with a construction completion date of October 6, 2011. The maintenance and warranty period will extend 24 months beyond that date to October 7, 2013. The remaining 3 years are held in contract for the purpose of maintaining the required tower lease agreements.

The purpose of this project is to develop and install a communications infrastructure and ITS technologies along the following corridors:

- Interstate 95 from the Massachusetts to Maine State lines,
- Spaulding Turnpike from the Portsmouth Circle to Exit 16 in Rochester,
- Route 4 WB from the Spaulding Turnpike to the Route 155 intersection in Durham,
- Route 101 WB from Interstate 95 to Exit 10 in Exeter-Stratham..

The deployment of ITS technology is important to help manage traffic and incidents on the corridors and is an integral part of the overall Statewide ITS Architecture Plan. A best value selection process was used to allow the department to thoroughly rate the vendor solutions for this project.

On October 28, 2009 the I-95 Advanced Transportation Management System RFP (Project No. 11151E, 2010-043A) was released. The deadline for proposal submittal was February 5, 2010 in which five responses were received. The following scoring formula (Table 1) was used in the selection process:

Table 1

Criteria for Selection	Weight
Statement of Need	5%
Corporate Qualifications	15%
Management Summary	15%
Work Plan	35%
Cost Analysis	30%
Total Weight	100%

The scoring committee was comprised of a Civil Engineer from Turnpikes, a Civil Engineer from Project Development, an IT Manager from DoIT, an Intelligent Transportation System (ITS) Representative from the Federal Highway Administration, an ITS Development Specialist from the Transportation Management Center (TMC), a Communications Specialist from the TMC, and the Program Manager of the TMC. Of the five proposal submittals, four scored above the minimum required 50 points in the first three technical qualification categories: Jacobs Engineering, Telvent, Adesta, and Transcore. The following table outlines their scoring throughout the selection process.

Table-2

Vendor	Statement of Need	Corporate Qualifications.	Management Summary	Work Plan	RFP Total	Cost	Total Evaluation
Transcore	4.34	12.68	12.5	29.1	58.6	30	88.6
Telvent	4.18	12.00	12.43	21.6	50.2	20.36	69.7
Icx	3.61	9.05	11.18	22.1	45.9		
Adesta	3.86	13.25	12.4	28.9	58.4	23.35	81.8
Jacobs	4.52	12.75	12.3	27.9	57.5	24.77	82.3

The firm TransCore ITS, LLC is recommended as the vendor for this project. Their scoring was a direct reflection of their ability throughout the process to demonstrate their successful background, experience, and capabilities to perform the necessary technical services to complete this project professionally and timely.

On April 7, 2010, permission was granted from the Director of Operations, Lyle (Butch) Knowlton, Director of Project Development, William Cass, and Assistant Commissioner, David J Brillhart, to move forward into the contract negotiation process with TransCore ITS, LLC. The original bid amount was increased during the refining of the scope of services to include the integration of six existing Dynamic Message Signs, installation of a 2nd camera lowering device on each camera pole, and the installation of six Vehicle Detector Units.

TransCore ITS, LLC will install a new microwave communication network that will use pre-existing towers to establish communications for new and existing ITS field devices located on the above mentioned corridors. The microwave communications link will extend to the TMC. The intent of this network is to manage new, existing, and future ITS devices along the contracted corridors such as Video Cameras, Changeable Message Signs, Variable Speed Limit Signs, and Vehicle Detection Units through the TMC. The ability to link existing facilities into this communication network will also serve to reduce some of the department's monthly recurring telecommunications costs. The communications system, hardware, and software also allows for future expansion and deployment of ITS devices. The contract price includes 24 months of maintenance and warranty support for the entire system.

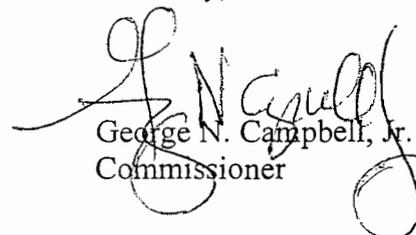
This project conforms to the Statewide Communications Study and has been reviewed and approved by the Department of Information Technology. Please see attached letter.

There is \$4,248,944.50 of Congestion Mitigation Air Quality (CMAQ) funds for this project. Those funds are split 80% Federal-\$3,399,155.60 and 20% Turnpike Match-\$849,788.90; an additional \$535,785.10 of 100% Turnpike Funds is funded for work on non-participating portions of the Turnpike, bringing the total Turnpike Funds to \$1,385,574 (29% of Project Costs).

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

Your approval of this contract is respectfully requested.

Sincerely,



George N. Campbell, Jr.
Commissioner





STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Peter C. Hastings
Interim Commissioner

August 4, 2010

George N. Campbell, Jr.
Commissioner
State of New Hampshire
Department of Transportation
7 Hazen Drive
Concord, NH 03302

Dear Commissioner Campbell:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with TransCore ITS, LLC, of New York, New York (Vendor # 173636), as described below and referenced as DoIT No. 2010-043A.

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a contract with TransCore ITS, LLC, of New York, New York (Vendor #173636), for full implementation and maintenance of a wireless microwave communications backbone/network (hardware and software) and deployment of Intelligent Transportation System (ITS) field devices along the following corridors: I-95 Seabrook to Portsmouth, Spaulding Turnpike from Exit 16 to the Portsmouth Circle, Route 4 from the Portsmouth Circle to the intersection of Route 155 in Durham, and Route 101 to Exit 10 and a communications network connecting the field devices to the NHDOT Transportation Management Center (TMC) in Concord. The contract would be in effect from Governor and Council approval through October 7, 2016, including the warranty, twenty-four month Maintenance period and the required leased line agreement. The Term may be extended for additional periods of up to five (5) years, at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term and Governor and Council approval, up to but not beyond October 7, 2021.

The total cost of the I-95 Project contract is not to exceed \$4,784,729.60.

A copy of this letter should accompany the submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/efg
OIT 2010-043A
RID 8092

cc: Gail Hambleton, IT Leader, Department of Information Technology for Department of Transportation
Denise Markow, Civil Engineer, Traffic Management Center, Department of Transportation
James Knowlton, Systems Development Specialist, Traffic Management Center, Department of Transportation

