



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

AUG 05 '13 PM 1:21 095

Sum  
28C

Bureau of Traffic  
July 9, 2019

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Hi-Way Safety Systems, Inc. (Vendor 162024), Rockland MA, on the basis of a low bid offer of \$188,271.00 for providing Stenciled Pavement Markings, effective upon Governor and Council approval through December 31, 2019. 100% Other Funds (Betterment Funds).

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget.

04-096-096-963015-3039	<u>FY 2020</u>
Betterment	
400-500870 Highway Contract Payments - DOT	\$188,271.00

EXPLANATION

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

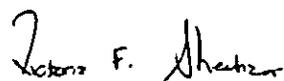
The Department of Transportation, Bureau of Traffic is responsible for maintenance of pavement markings on most State-maintained roadways. Stenciled pavement markings provide guidance to motorists through legends and symbols on the roadway surface. This contract will supplement the work of State maintenance forces by providing for maintenance of stenciled lane-use pavement markings (arrows and ONLYs) and railroad crossing symbols using retroreflective paint and thermoplastic at just over 400 specific locations in the state.

Invitation for bids was solicited on the Department of Administrative Services, Bureau of Purchase and Property website from May 1, 2019 through May 29, 2019, a period of twenty-eight (28) calendar days. The bid opening date was May 29, 2019. Three (3) bids were received. The award was made to Hi-Way Safety Systems, Inc. based on low bid offer. The contract amount of \$188,271.00 is reasonable based on unit pricing from previous contracts for similar work. The Department believes it to be in the best interest of the State of New Hampshire to accept this bid to accomplish the needed work.

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

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

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

State of New Hampshire  
 Department of Transportation - Bureau of Traffic  
 42533 Statewide - Stencil Pavement Markings, 2019  
 BID TABULATION - RFB DOT 2019-06

Item	Work Item	Unit	Estimated Quantity	A - Hi-Way Safety Systems, Inc.		B - L&D Safety Marking, Corp.		C - Markings, Inc.		Engineers Estimate	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
618.61	Uniformed Officers with Vehicle	\$	22,200.00	\$ 1.00	\$22,200.00	\$ 1.00	\$22,200.00	\$ 1.00	\$22,200.00	\$ 1.00	\$22,200.00
618.7	Flaggers	Hr	1,100	\$ 1.00	\$1,100.00	\$ 26.00	\$28,600.00	\$ 25.00	\$27,500.00	\$ 33.00	\$36,300.00
619.1	Maintenance of Traffic	U	1	\$ 2,000.00	\$2,000.00	\$ 10,000.00	\$10,000.00	\$ 25,000.00	\$25,000.00	\$ 10,000.00	\$10,000.00
632.02	Retroreflective Paint Pavement Marking, Symbol or Word	SF	36,150.40	\$ 3.50	\$126,526.40	\$ 2.50	\$90,376.00	\$ 3.25	\$117,488.80	\$ 2.50	\$90,376.00
632.3104	Retroreflective Thermoplastic Pavement Line - 4 inch	LF	1,175	\$ 1.00	\$1,175.00	\$ 1.00	\$1,175.00	\$ 0.85	\$998.75	\$ 2.00	\$2,350.00
632.3124	Retroreflective Thermoplastic Pavement Line - 24 inch	LF	1,296	\$ 4.00	\$5,184.00	\$ 5.00	\$6,480.00	\$ 6.75	\$8,748.00	\$ 7.00	\$9,072.00
632.32	Retroreflective Thermoplastic Pavement Marking, Symbol or Word	SF	3,347.60	\$ 6.00	\$20,085.60	\$ 6.50	\$21,759.40	\$ 7.75	\$25,943.90	\$ 9.50	\$31,802.20
1008.1	Alterations and Additions as Needed - Unanticipated Work	\$	10,000.00	\$ 1.00	\$10,000.00	\$ 1.00	\$10,000.00	\$ 1.00	\$10,000.00	\$ 1.00	\$10,000.00
<b>Total Price (sum of 8 items above) - Cost Not-to-Exceed, Basis of Bid</b>					\$188,271.00		\$190,590.40	see note 1	\$237,879.45		\$212,100.20

Note 1: C-Bidder discrepancy between written total of \$215,679.45 and calculated total based on unit prices of \$237,879.45.

Bidding Procedure: This project was advertised for bid on 5/1/2019 on the NH Bureau of Purchase and Property Website. The bid period was four weeks. There was no pre-bid meeting and no addendum issued. Bid period closed at 3:00 pm on 5/29/2019 and a public bid opening was conducted at the DOT Bureau of Traffic office at 3:15 pm. Three (3) bids were received and the apparent low bid from Hi-Way Safety Systems in the amount of \$188,271.00 has been selected for award.

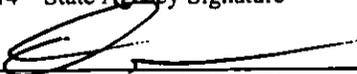
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Transportation, Bureau of Traffic		<b>1.2 State Agency Address</b> 18 Smokey Bear Blvd PO Box 483 Concord, NH 03302	
<b>1.3 Contractor Name</b> Hi-Way Safety Systems, Inc.		<b>1.4 Contractor Address</b> 9 Rockview Way Rockland, MA 02370	
<b>1.5 Contractor Phone Number</b> 781-982-9229	<b>1.6 Account Number</b> 04-00096-096-963015-3039-500870	<b>1.7 Completion Date</b> December 31, 2019	<b>1.8 Price Limitation</b> \$188,271.00
<b>1.9 Contracting Officer for State Agency.</b> David Rodrigue		<b>1.10 State Agency Telephone Number</b> 603-271-1486	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Kathy DeLong, President	
<b>1.13 Acknowledgement:</b> State of <u>Massachusetts</u> County of <u>Plymouth</u> On <u>6/24/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Lynne MURPHY		 <b>LYNNE M. MURPHY</b> Notary Public Commonwealth of Massachusetts My Commission Expires April 6, 2023	
<b>1.14 State Agency Signature</b>  Date: <u>7/15/19</u>		<b>1.15 Name and Title of State Agency Signatory</b> David Rodrigue <b>Director of Operations</b>	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: <u>Emily C. Harris</u> On: <u>August 1, 2019</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials KW

Date 6/24/19

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

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

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

Contractor Initials

Date

  
6/24/19

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials KD  
Date 6/24/19

**EXHIBIT A**  
**Scope of Services**

**NHDOT Bureau of Traffic**  
**42533 - Stenciled Pavement Markings Contract**  
**2019**

**1. PURPOSE**

The purpose of this Contract is to perform maintenance of select stenciled pavement markings using retroreflective paint and thermoplastic marking materials at specific locations in the state. This work is to be performed during the 2019 season.

**2. SCOPE OF SERVICES**

The Scope of Services is to furnish all labor, equipment, and materials necessary to install stenciled retroreflective paint pavement markings, complete, in the quantity and locations specified in the accompanying set of tables, titled Stenciled Pavement Markings 2019 – Location and Quantity Tables, prepared by NHDOT Bureau of Traffic, set of 9 pages, dated May 1, 2019 in accordance with the following requirements and information.

**Requirements**

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

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

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

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

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

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

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

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

and NHDOT Flagger and Uniformed Officer use in Work Zone Guidelines

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

RFB No. DOT 2017-06

S:\Traffic\ADMINISTRATION\Budget\Contracts\Pavement Marking\Stencil-2019-42533\Stencil-Contract\42533-P-37ContractExhA-Scope\_Rev0.doc Contractor's Initials

42533-Exhibit A

Page 1 of 5

Date

*KQ*  
6/24/19

Contractor shall review its proposed traffic control measures with the NHDOT-Bureau of Traffic at the biweekly progress meetings to gain concurrence or modification to accommodate traffic or other local field conditions.

6. When determined jointly by the Contractor and the NHDOT-Bureau of Traffic that Uniformed Officers are appropriate for the work being performed, the Contractor will be compensated per Section 618 and Item 618.61.

7. Locations and Quantities of Work.

a. General Intent – This work will be primarily placement of intersection and intersection approach markings, where existing paint or thermoplastic pavement marking stencils need to be restored with retroreflective markings of the specified material.

b. Other intersection work may include applying lane line extensions through the intersection.

c. Non-intersection work may include arrow markings in dual use lanes (two-way, left turn lanes) and markings on approaches at railroad grade crossings.

d. Due to unforeseen events such as altered paving work or markings work performed by others, work may not be allowed at all locations/quantities listed.

e. In the event of reduced quantity of work and/or favorable conditions and productivity, NHDOT-Bureau of Traffic may order additional similar work at Contingency Locations up to an additional 10% of the base bid quantities at the same unit pricing. If ordered, Contingency Locations and quantities will be ordered in consultation with the Contractor for work efficiency.

8. A Pre-Construction/Kick-off Meeting and biweekly progress meetings will be held between the Contractor and the NHDOT-Bureau of Traffic to discuss the Contractor's schedule for the ensuing two weeks, special traffic control, and other communication items. These meetings will be held at the NHDOT-Bureau of Traffic's offices at 18 Smokey Bear Boulevard, Concord, NH. The schedule for progress meetings will be discussed and agreed upon at the Pre-Construction Meeting.

9. Submittals – The Contractor shall submit to NHDOT-Bureau of Traffic three copies of the following documents for review and approval at least seven business days prior to intended use:

a. A detailed work schedule listing work locations and sequence including coordination with railroads (to be updated at biweekly progress meetings). Modifications to the work schedule require at least five workdays' notice.

b. Traffic control plan including proposed work zone warning devices, typical use of traffic control devices, use of flaggers and uniformed police officers, criteria for use of police, and any site-specific special traffic control.

c. Manufacturer's product information sheets, test reports, and certificates of compliance for pavement marking materials including paint, thermoplastic material, and beads.

d. Sample of paint (one 1-quart, sealed can) and sample of glass reflective beads (one 1-pint, sealed can) for analysis and reference by NHDOT.

e. Complete and thorough documentation for any material or product that differs from that specified or is offered as a substitute, sufficient to allow the NHDOT to evaluate the material.

f. Contact and qualifications information for any specialty subcontractors.

10. The Contractor shall submit daily work reports for the previous day's work before 12:00 noon the next business day which shall document the intersections/locations worked on, the quantities installed, traffic control deployed, results of any quality control testing, and any

special incidents or concerns that the NHDOT-Bureau of Traffic should be aware of. The work reports shall be emailed, faxed, or delivered in person.

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

12. The project schedule will depend upon favorable weather conditions. However, some priorities will be established.

- a. Work impeding traffic shall not begin before 8:00 am and shall end before 4:00 pm. On Fridays, work impeding traffic shall end by 12:00 noon.
- b. No work will be permitted July 4, July 5, or September 2, 2019 due to Observed Holidays.
- c. No work will be permitted on weekends without the NHDOT-Bureau of Traffic's approval.
- d. Special work schedules may be needed due to other local and regional events (i.e. NASCAR Races, Parades, Road Races, "Motorcycle Week", etc.)
- e. The Contractor may choose to perform portions of the Work at night subject to approval of NHDOT-Bureau of Traffic. Generally night work shall be performed after 7:00 pm and end by 6:00 am, and not including weekend nights or nights immediately before or after an Observed Holiday. Night work shall be arranged during regular biweekly progress meetings.

13. Additional requirements are presented by documents attached to Exhibit A – Scope of Services and are considered part of this Scope of Services. Note that all markings applied under this Contract shall be retroreflective white waterborne paint or retroreflective white thermoplastic, as specified. For this Contract, choice of marking materials (paint or thermoplastic) applied at specific locations shall be as specified in the Location and Quantity tables. The designations in the Location and Quantity tables supersede material designations on Detail Sheets and other general references which typically refer to new construction.

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

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

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

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

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

16. The CONTRACTOR shall furnish Certificate(s) of Insurance in accordance with the Contract General Provisions and Special Provision 104.07 – Railway-Highway Provisions.

**3. TERM OF CONTRACT**

This agreement will be for a term beginning July 1, 2019 or upon Governor and Council approval, whichever is later, and terminate on December 31, 2019. This agreement may be extended for up to one (1) additional year providing there are no changes in the rates, terms or conditions set forth in this agreement, and that Contractor and the NHDOT mutually agree upon the extension. This contract extension would be effective upon Governor and Council approval, therein expiring December 31, 2020. The Contractor must provide notification of intent to extend in writing to NHDOT Bureau of Traffic by November 15, 2019.

**4. TERMINATION**

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

**Attachments to Exhibit A Scope of Services**

**NHDOT Bureau of Traffic  
42533 - Stenciled Pavement Markings Contract  
2019**

The following documents are included as attachments to Exhibit A and are considered part of the Scope of Services.

- Prosecution of Work – May 1, 2019
- Traffic Control Plan – May 1, 2019
- Special Provision 104.07 – Railway-Highway Provisions – State of NH RR – April 9, 2019
- Special Provision 104.07 – Railway-Highway Provisions – NH Northcoast RR – April 16, 2019
- Special Provision 104.07 – Railway-Highway Provisions – Pan Am Railways – April 9, 2019
- Summary of Environmental Issues – April 17, 2019
- Stenciled Pavement Markings 2019, Location and Quantity Tables, May 1, 2019
- Pavement Marking Detail Sheets, set of 6 sheets

*[Handwritten Signature]*  
*[Handwritten Date: 6/24/19]*

**STATEWIDE – STENCILED PAVEMENT MARKINGS  
42533**

May 1, 2019

**PROSECUTION OF WORK**

**DESCRIPTION**

This project involves furnishing and placing white retroreflective paint and retroreflective thermoplastic stenciled pavement markings as outlined in this contract at specific locations within the state.

**CONCURRENT WORK**

The Contractor shall cooperate and coordinate with all other contractors working concurrently within or near this project's limits of work. Refer to 105.07, Cooperation Between Contractors regarding coordination with other contractors working concurrently. Construction signs shall not be duplicated. Permanent signs shall be covered, uncovered, or removed as necessary (subsidiary to the Item 619.1) to provide proper signing throughout the area.

**UTILITIES**

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

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

The railroad contacts for this project are as follows:

<p><b><u>New England Southern Railroad Co. Inc.(Operator)</u></b> Peter Dearness: President: (603) 783-8000: rbldrpete@comcast.net:</p>	<p><b><u>State of New Hampshire Railroad</u></b> Shelly Winters: Administrator: (603) 271-2468: Winters, Shelley Shelley.Winters@dot.nh.gov:</p>
<p><b><u>New Hampshire Northcoast Corporation</u></b> Kevin Verrill: Manager: (603) 539-2789: kverrill@bostonsand.com:</p>	
<p><b><u>Pan Am Railways</u></b> Ted Krug: Chief Engineer of Design &amp; Construction: (978) 663-1108: tkrug@panamrailways.com:</p>	

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

**Aerial:**

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

**Underground:**

There are underground utilities within the project limits.

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

**Permanent Lighting:**

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

**Temporary Lighting:**

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

**RAILROAD COORDINATION**

All work performed by the Contractor directly or indirectly affecting the Railroads and Operator shall be coordinated with the Railroad and Operator and executed in accordance with 104.07 Railway-Highway Provisions and its special provision found elsewhere in the Proposal, or as otherwise stated herein. The Contractor shall furnish to the Railroad, Operator and the Engineer the name of a designated contact person responsible for handling Railroad related issues.

The Contractor shall enter into a Railroad Service Agreement, which will provide inspection and railroad flagging protection or as required and defined by the Railroad.

**MAINTENANCE OF RAILROAD TRAFFIC**

The railroad-highway at-grade crossings in Tilton are owned by the State of New Hampshire and operated by New England Southern Railroad, on which rail traffic occurs both on a scheduled and unscheduled basis. The Contractor shall establish a procedure with the Railroad and Operator to insure the coordination of their activities with regard to train movements through the project. A Railroad Flagger will be required during the project. The Contractor will be required to suspend work adjacent to or over/under the tracks one-half hour before the passage of a train or as approved by the Railroad and Operator and directed by the Engineer. The Contractor shall be responsible for thoroughly clearing the tracks of any debris before each train.

The railroad-highway at-grade crossings in Ossipee, Milton, Wakefield, Somersworth and Rollinsford are owned by New Hampshire Northcoast, on which rail traffic occurs both on a scheduled and unscheduled basis. The Contractor shall establish a procedure with the Railroad

to insure the coordination of their activities with regard to train movements through the project. A Railroad Flagger will be required during the project. The Contractor will be required to suspend work adjacent to or over/under the tracks one-half hour before the passage of a train or as approved by the Railroad and directed by the Engineer. The Contractor shall be responsible for thoroughly clearing the tracks of any debris before each train.

The railroad-highway at-grade crossings in Plaistow, Newton, East Kingston and Newmarket are owned by Pan Am Railways, on which rail traffic occurs both on a scheduled and unscheduled basis. The Contractor shall establish a procedure with the Railroad to insure the coordination of their activities with regard to train movements through the project. A Railroad Flagger will be required during the project. The Contractor will be required to suspend work adjacent to or over/under the tracks one-half hour before the passage of a train or as approved by the Railroad and directed by the Engineer. The Contractor shall be responsible for thoroughly clearing the tracks of any debris before each train.

### **EXCAVATING, DREDGING OR FILLING STATE WATERS**

No permit is required for the work as defined in the Description of Work OR the Description of Sections.

The Contractor is responsible for obtaining any Wetlands Bureau or US Army Corps of Engineers Permit necessary for the Contractor's method of construction. Prior to submission to the Wetlands Bureau, any impacts must be reviewed by the Bureau of Construction and the Bureau of Environment.

For any work not shown that the Contractor proposes to do in wetlands or waters of the State, make appropriate application, along with the necessary working plans, to the Wetlands Bureau and, if necessary, to the Corps of Engineers sufficiently in advance for their consideration and approval.

### **ENVIRONMENTAL COMMITMENTS**

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

### **INVASIVE PLANTS**

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

To prevent the spread of any invasive plants both within and outside the project area, areas with invasive plants shall be avoided (see also the Special Attention for Invasive Species located elsewhere in this Proposal). If avoidance of an invasive plant is not an option, all work must comply with the NHDOT manual *Best Management Practices for the Control of Invasive and Noxious Plant Species*, available in the Department's Records Section or online at <https://www.nh.gov/dot/org/projectdevelopment/environment/units/program-management/documents/FINAL-ENVManualI-InvasiveSpecies.pdf> and will be subsidiary to the project. Contact the Department's Bureau of Environment Project's Environmental Manager

(Ron Crickard, 603-271-3226), for questions about invasive plant identification and, if necessary, control methods.

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

### **EROSION CONTROL AND WATER QUALITY MANAGEMENT**

This project does not require coverage under the National Pollutant Discharge Elimination Systems (NPDES) Construction General Permit (CGP) administered by the Environmental Protection Agency. Therefore, a Notice of Intent and Notice of Termination are not required.

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

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

### **CONSTRUCTION REQUIREMENTS**

1. The Contractor is responsible for any damage to public or private vehicles or property and must be reported as soon as possible.
2. Pavement markings shall be applied to clean, dry pavement.
3. Paint shall be applied at thickness of 20 mil (0.508 mm) wet and glass beads applied at a rate of 8 pounds per gallon. Thermoplastic material shall be applied at a thickness of 125 mils and glass beads applied at a rate of 10 pounds per 100 square feet of markings.
4. Prior to the first application of paint pavement markings, one or more test strips shall be constructed at a location designated by the Engineer. Each test strip shall consist of approximately 20 square feet of white paint pavement markings.
5. Testing shall be performed by the NH DOT as directed by the Engineer on any location. Any segment that fails shall have to be repainted at the Contractor's expense.
6. The Contractor will be provided with a list of active projects within the limit of this Contract during the preconstruction meeting.

### **ELECTRONIC SCHEDULING**

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

### **SCHEDULE OF WORK**

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

No work will be permitted July 4, July 5, or September 2, 2019 due to Observed Holidays.

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

The Contractor may choose to perform portions of the Work at night subject to approval of NHDOT-Bureau of Traffic. Generally night work shall be performed after 7:00 pm and end by 6:00 am, and not including weekend nights or nights immediately before or after an Observed Holiday. Night work shall be arranged during regular biweekly progress meetings.

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

### **COMPLETION DATE**

The completion date for all field activities is **November 8, 2019**, although seasonal weather conditions may preclude productive field work at an earlier date.

**STATEWIDE - STENCILED PAVEMENT MARKINGS  
42533**

May 1, 2019

**TRAFFIC CONTROL PLAN**

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

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

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

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

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

**CONSTRUCTION SIGN PACKAGE**

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

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

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

**MAINTENANCE OF TRAFFIC**

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

**VARIATION FROM THE TRAFFIC CONTROL**

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

**NOTIFICATION REQUIREMENTS FOR CHANGES IN TRAFFIC CONTROL**

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

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

12/22/16

SSD: 2/2/89, 2/25/92, 8/10/95, 8/28/97 &amp; 9/15/1998, 03/09, 10/07/09, 11/19/14,

Page 1 of 5

STATEWIDE  
42533

April 9, 2019

**SPECIAL PROVISION**  
**AMENDMENT TO SECTION 104 -- SCOPE OF THE WORK**  
**AMENDMENT TO 104.07 - RAILWAY-HIGHWAY PROVISIONS**

**Add** the following:

SPECIFICATIONS FOR PROTECTION OF RAILROAD PROPERTY AND TRAFFIC  
ON STATE CONTRACT WORK.

**SCOPE**

This specification intends to provide for safeguards to the property and operations of the Railroad and Operator during construction operations by the Contractor.

**GENERAL**

The Contractor's attention is called to the fact that the work under the contract shall be performed on, over, under or adjacent to the State of New Hampshire Railroad tracks, telephone lines, telegraph lines, signal lines, and electric supply lines of the Railroad. A maximum speed of about 15 miles per hour shall be considered as prevailing for the operation of trains of the Operator at this project.

The Contractor, before entering upon property of the Railroad, shall execute the Operator's Standard Service Agreement, and provide Railroad insurance which indemnifies and saves harmless the Railroad and Operator. The insurance requirements can be found in this section under the subsection, INSURANCE. The Contractor is advised that the Railroad may require a fee to cover the cost of the Railroad Service Agreement preparation. **The Contractor should contact the Operator relative to these costs to insure inclusion of such costs in its bid, which shall be considered subsidiary to the Project.**

The Contractor's work shall be performed in such a manner that the tracks, traffic, and appurtenances of the Railroad and Operator shall be safeguarded. The Contractor shall ascertain and comply with the regulations of the Railroad and Operator relative to work on or adjacent to Railroad premises and except as permitted by the Railroad and Operator, and shall keep the tracks clear of obstructions.

Equipment of the Contractor to be used adjacent to tracks shall be in first-class condition so as to positively prevent any failure that would cause delay in the operation of trains of the

Operator or damage to Railroad facilities. Contractor shall not place or put in operation equipment adjacent to a track without first obtaining permission of the Railroad and Operator.

The Contractor shall be fully responsible for all damages arising from his failure to comply with the requirements of these specifications.

When, in the opinion of the of the Railroad and Operator, the construction work would cause hazard to the safe operation of trains or to other facilities of the Railroad and Operator, including any communication lines on Railroad premises, the Railroad and Operator shall employ the necessary qualified employees to protect its trains and other facilities.

The Contractor shall give written notice to the Railroad, State of New Hampshire Railroad Shelley Winters, and Operator, New England Southern Railroad Peter Dearness at least seven (7) days in advance of starting work or locating equipment at the site. In addition, the Contractor shall give notice on the Wednesday prior to the week the Contractor proposes to do work that might cause any hazard.

#### FLAGGING SERVICES

No work that could potentially cause hazard to the safe operation of trains or to other facilities of the Railroad or Operator shall be performed by the Contractor if the Railroad Flagger is not on duty, unless specific authorization has been granted by the Railroad and Operator. Prior to starting any hazardous work, as described below, the Contractor, in coordination with the Engineer shall determine how the work will be accomplished in the vicinity of the railroad tracks.

It shall be the responsibility of the Contractor to secure flagging services from the Operator for the protection of the railroad traffic during the progress of the work. This shall include the services of all railroad flaggers, switch tenders, pilots, conductors, watchmen and similar protective labor.

- A. Reimbursement of these services shall be made by the Department to the Operator through a Railroad Agreement.
- B. All costs associated with flagging services deemed necessary due to Contractor negligence or deviation from their approved project schedule as required per section 108.03 shall be recovered by the State from the Contractor. The cost of these services is \$750.00 per day. The Engineer has the right to deduct the anticipated costs from any estimated payment for Work performed under the Contract.

For purposes of establishing a Railroad Agreement with the Operator, the State, working with the Railroad and Operator has estimated the number of days that will require railroad flagging services (Flagging Days) based on a schedule established in the design phase of the project. The Contractor shall designate Flagging Days as a separate activity on their project schedule and shall include it in conjunction with all activities that could potentially foul the railroad tracks based on the information contained below in the subsection, HAZARDS. The Contractor shall establish a means and method that allows for the completion of the work without

exceeding the established number of Flagging Days. For purposes of this Contract, Flagging Days shall be defined as one railroad flagger for 8 hours per day. A minimum of one (1) Flagging Day will be deducted from the available Flagging Days for each day's service. When the Contractor works beyond the defined Flagging Day, an equal amount of time, rounded up to the nearest hour, will be deducted from the available Flagging Days.

The number of Flagging Days provided in this Contract is a not to exceed quantity and shall only be adjusted due to agreed upon changes per 104.02, Revisions to the Contract.

The estimated number of Flagging Days for this Contract is:

3 Flagging Days

### HAZARDS

An operating track shall be considered fouled and subject to hazard when any object or operation is brought nearer than 15 feet of the centerline of the track.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than 10 feet to any wire of the line.

An electric supply line shall be considered fouled and subject to hazard when any object is brought nearer than 10 feet to any wire of the line.

Cranes, trucks, power shovels, or any other equipment shall be considered fouling a track, signal line, communication line, or electric supply line when working in such position that failure of equipment with or without load could foul the track, signal line, communication line, or electric supply line.

Railroad operations shall be considered subject to hazard when explosives are used in the vicinity of Railroad premises, during the driving or pulling of sheeting for footing adjacent to a track, when erecting structural steel across or adjacent to a track, when operations involve swinging booms or chutes that could in any way come nearer than 15 feet to the centerline of a track, or when erection or removal of staging, falsework or forms fouls a track or wire line. None of these or similar operations, therefore, shall be carried on during the approach or passing of a train.

### CLEARANCES

Staging, falsework, or forms shall at all times be maintained with a minimum vertical clearance of 22 feet 6 inches above the top of the high rail and a minimum side clearance of 8 feet 6 inches from the centerline of the track.

### EXCAVATION AND FALSEWORK

The Contractor shall furnish detailed plans for falsework, bracing, shoring sheeting, or other supports adjacent to the tracks for approval by the Chief Engineering Officer of the Railroad. Plans and calculations shall be prepared by a Professional Engineer licensed in the State of New Hampshire. The work shall be performed in accordance with the approved plans.

Open excavation shall be suitably planked over when construction operations are not in progress.

### OVERHEAD STRUCTURES

The Contractor shall submit for approval to the Railroad and Operator, including but not limited to, the complete sequence and plans with sufficient detail for checking, for the installation, temporary supporting of, or removal of all members or structures above track. Plans and calculations shall be prepared by a Professional Engineer licensed in the State of New Hampshire. All such work shall be performed in accordance with the approved plans and specifications.

### INSPECTION

If deemed necessary by the Railroad and Operator, the Railroad shall furnish and assign an engineer for general inspection purposes or for general protection of Railroad property and operations during construction. This inspection service shall be at the expense of the State.

### EXTRA CONTRACT SERVICES

Temporary and permanent changes of tracks and telephone lines, telegraph lines, signal lines, electric supply lines, the installation and operation of gates, bell systems, warning lights and other protective devices made necessary by or to clear the permanent or temporary work of the Contract as stated in the Prosecution of Work or shown on the construction plans are included in a Railroad Agreement as recollectible from the State shall be made or caused to be made by the Railroad without expense to the Contractor.

All other changes made or services furnished by the Railroad and Operator at the request of the Contractor shall be at the Contractor's expense.

### PAYMENT

Except for work which may be paid for under Section 624, no payment will be made by the State to the Contractor for services of Railroad or Operator employees required for protective measures taken by the Railroad and Operator on account of operations of the Contractor.

## INSURANCE

The Contractor shall carry insurance, of at least the types listed below, applicable to the project in policies acceptable to the Railroad in amounts not less than those specified in 107.11.

1. Workers' Compensation and Employers Liability as required by law.
2. Commercial General Liability, Occurrence Form or Comprehensive General Liability Form protecting against liability from bodily injury or property damage arising out of the work performed by the Contractor.
3. Comprehensive Automobile Liability covering all motor vehicles used about or in connection with the work performed by the Contractor.
4. Railroad Protective Liability, on behalf of and payable to the Railroad.

If blasting is to be done in connection with the project, the insurance policies shall so state, and include the "save harmless" clause in favor of the Railroad.

The Contractor shall furnish to the State the Railroad and Operator a certificate of each insurance policy type stated above. Each such certificate shall carry an endorsement covering the "save harmless" clause in favor of the Railroad and Operator, as set forth in 107.11 of the Standard Specifications.

The Contractor shall also furnish the Railroad and Operator a copy of the original policy including endorsements relative to Railroad Protective Liability Insurance required at least seven (7) days before the location of any equipment or the starting of work on or at the project. A certificate of said policy shall be furnished to the State by the Contractor.

The Railroad Protective Liability Insurance must be in the form required by the latest edition of the Federal-aid Program Manual, commonly referred to as the "AAR" form. The insurance policy shall name "State of New Hampshire Railroad and New England Southern Railroad, their affiliates, successors and assigns", as the insured and shall be furnished to the Railroad and Operator.

No changes or alterations in the policies shall be made without the approval of the Railroad and Operator

No other section of the Project Specifications shall supersede or modify this Section entitled: "SPECIFICATIONS FOR PROTECTION OF RAILROAD PROPERTY AND TRAFFIC ON STATE CONTRACT WORK."

12/22/16

SSD: 2/2/89, 2/25/92, 8/10/95, 8/28/97 &amp; 9/15/1998, 03/09, 10/07/09, 11/19/14,

Page 1 of 5

STATEWIDE  
42533

April 16, 2019

## SPECIAL PROVISION

## AMENDMENT TO SECTION 104 -- SCOPE OF THE WORK

## AMENDMENT TO 104.07 - RAILWAY-HIGHWAY PROVISIONS

**Add** the following:

SPECIFICATIONS FOR PROTECTION OF RAILROAD PROPERTY AND TRAFFIC  
ON STATE CONTRACT WORK.

**SCOPE**

This specification intends to provide for safeguards to the property and operations of the Railroad and Operator during construction operations by the Contractor.

**GENERAL**

The Contractor's attention is called to the fact that the work under the contract shall be performed on, over, under or adjacent to the New Hampshire Northcoast tracks, telephone lines, telegraph lines, signal lines, and electric supply lines of the Railroad. A maximum speed of about 30 miles per hour shall be considered as prevailing for the operation of trains of the Railroad at this project.

The Contractor, before entering upon property of the Railroad, shall execute a Standard Service Agreement, and provide Railroad insurance which indemnifies and saves harmless the Railroad. The insurance requirements can be found in this section under the subsection, INSURANCE. The Contractor is advised that the Railroad may require a fee to cover the cost of the Railroad Service Agreement preparation. **The Contractor should contact the Railroad relative to these costs to insure inclusion of such costs in its bid, which shall be considered subsidiary to the Project.**

The Contractor's work shall be performed in such a manner that the tracks, traffic, and appurtenances of the Railroad shall be safeguarded. The Contractor shall ascertain and comply with the regulations of the Railroad relative to work on or adjacent to Railroad premises and except as permitted by the Railroad, and shall keep the tracks clear of obstructions.

Equipment of the Contractor to be used adjacent to tracks shall be in first-class condition so as to positively prevent any failure that would cause delay in the operation of trains of the

Railroad or damage to Railroad facilities. Contractor shall not place or put in operation equipment adjacent to a track without first obtaining permission of the Railroad.

The Contractor shall be fully responsible for all damages arising from his failure to comply with the requirements of these specifications.

When, in the opinion of the of the Railroad, the construction work would cause hazard to the safe operation of trains or to other facilities of the Railroad, including any communication lines on Railroad premises, the Railroad shall employ the necessary qualified employees to protect its trains and other facilities.

The Contractor shall give written notice to the Railroad, New Hampshire Northcoast Kevin Verrill at least seven (7) days in advance of starting work or locating equipment at the site. In addition, the Contractor shall give notice on the Wednesday prior to the week the Contractor proposes to do work that might cause any hazard.

#### FLAGGING SERVICES

No work that could potentially cause hazard to the safe operation of trains or to other facilities of the Railroad shall be performed by the Contractor if the Railroad Flagger is not on duty, unless specific authorization has been granted by the Railroad. Prior to starting any hazardous work, as described below, the Contractor, in coordination with the Engineer shall determine how the work will be accomplished in the vicinity of the railroad tracks.

It shall be the responsibility of the Contractor to secure flagging services from the Railroad for the protection of the railroad traffic during the progress of the work. This shall include the services of all railroad flaggers, switch tenders, pilots, conductors, watchmen and similar protective labor.

- A. Reimbursement of these services shall be made by the Department to the Railroad through a Railroad Agreement.
- B. All costs associated with flagging services deemed necessary due to Contractor negligence or deviation from their approved project schedule as required per section 108.03 shall be recovered by the State from the Contractor. The cost of these services is \$750.00 per day. The Engineer has the right to deduct the anticipated costs from any estimated payment for Work performed under the Contract.

For purposes of establishing a Railroad Agreement with the Railroad, the State, working with the Railroad has estimated the number of days that will require railroad flagging services (Flagging Days) based on a schedule established in the design phase of the project. The Contractor shall designate Flagging Days as a separate activity on their project schedule and shall include it in conjunction with all activities that could potentially foul the railroad tracks based on the information contained below in the subsection, HAZARDS. The Contractor shall establish a means and method that allows for the completion of the work without exceeding the established number of Flagging Days. For purposes of this Contract, Flagging Days shall be defined as one railroad flagger for 8 hours per day. A minimum of one (1) Flagging Day will be deducted from

the available Flagging Days for each day's service. When the Contractor works beyond the defined Flagging Day, an equal amount of time, rounded up to the nearest hour, will be deducted from the available Flagging Days.

The number of Flagging Days provided in this Contract is a not to exceed quantity and shall only be adjusted due to agreed upon changes per 104.02, Revisions to the Contract.

The estimated number of Flagging Days for this Contract is:

11 Flagging Days ✓

### HAZARDS

An operating track shall be considered fouled and subject to hazard when any object or operation is brought nearer than 15 feet of the centerline of the track.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than 10 feet to any wire of the line.

An electric supply line shall be considered fouled and subject to hazard when any object is brought nearer than 10 feet to any wire of the line.

Cranes, trucks, power shovels, or any other equipment shall be considered fouling a track, signal line, communication line, or electric supply line when working in such position that failure of equipment with or without load could foul the track, signal line, communication line, or electric supply line.

Railroad operations shall be considered subject to hazard when explosives are used in the vicinity of Railroad premises, during the driving or pulling of sheeting for footing adjacent to a track, when erecting structural steel across or adjacent to a track, when operations involve swinging booms or chutes that could in any way come nearer than 15 feet to the centerline of a track, or when erection or removal of staging, falsework or forms fouls a track or wire line. None of these or similar operations, therefore, shall be carried on during the approach or passing of a train.

### CLEARANCES

Staging, falsework, or forms shall at all times be maintained with a minimum vertical clearance of 22 feet 6 inches above the top of the high rail and a minimum side clearance of 8 feet 6 inches from the centerline of the track.

### EXCAVATION AND FALSEWORK

The Contractor shall furnish detailed plans for falsework, bracing, shoring sheeting, or other supports adjacent to the tracks for approval by the Chief Engineering Officer of the Railroad. Plans and calculations shall be prepared by a Professional Engineer licensed in the State of New Hampshire. The work shall be performed in accordance with the approved plans.

Open excavation shall be suitably planked over when construction operations are not in progress.

### OVERHEAD STRUCTURES

The Contractor shall submit for approval to the Railroad, including but not limited to, the complete sequence and plans with sufficient detail for checking, for the installation, temporary supporting of, or removal of all members or structures above track. Plans and calculations shall be prepared by a Professional Engineer licensed in the State of New Hampshire. All such work shall be performed in accordance with the approved plans and specifications.

### INSPECTION

If deemed necessary by the Railroad, the Railroad shall furnish and assign an engineer for general inspection purposes or for general protection of Railroad property and operations during construction. This inspection service shall be at the expense of the State.

### EXTRA CONTRACT SERVICES

Temporary and permanent changes of tracks and telephone lines, telegraph lines, signal lines, electric supply lines, the installation and operation of gates, bell systems, warning lights and other protective devices made necessary by or to clear the permanent or temporary work of the Contract as stated in the Prosecution of Work or shown on the construction plans are included in a Railroad Agreement as recollectible from the State shall be made or caused to be made by the Railroad without expense to the Contractor.

All other changes made or services furnished by the Railroad at the request of the Contractor shall be at the Contractor's expense.

### PAYMENT

Except for work which may be paid for under Section 624, no payment will be made by the State to the Contractor for services of Railroad employees required for protective measures taken by the Railroad on account of operations of the Contractor.

## INSURANCE

The Contractor shall carry insurance, of at least the types listed below, applicable to the project in policies acceptable to the Railroad in amounts not less than those specified in 107.11.

1. Workers' Compensation and Employers Liability as required by law.
2. Commercial General Liability, Occurrence Form or Comprehensive General Liability Form protecting against liability from bodily injury or property damage arising out of the work performed by the Contractor.
3. Comprehensive Automobile Liability covering all motor vehicles used about or in connection with the work performed by the Contractor.
4. Railroad Protective Liability, on behalf of and payable to the Railroad.

If blasting is to be done in connection with the project, the insurance policies shall so state, and include the "save harmless" clause in favor of the Railroad.

The Contractor shall furnish to the State and the Railroad a certificate of each insurance policy type stated above. Each such certificate shall carry an endorsement covering the "save harmless" clause in favor of the Railroad, as set forth in 107.11 of the Standard Specifications.

The Contractor shall also furnish the Railroad a copy of the original policy including endorsements relative to Railroad Protective Liability Insurance required at least seven (7) days before the location of any equipment or the starting of work on or at the project. A certificate of said policy shall be furnished to the State by the Contractor.

The Railroad Protective Liability Insurance must be in the form required by the latest edition of the Federal-aid Program Manual, commonly referred to as the "AAR" form. The insurance policy shall name "New Hampshire Northcoast", their affiliates, successors and assigns", as the insured and shall be furnished to the Railroad

No changes or alterations in the policies shall be made without the approval of the Railroad

No other section of the Project Specifications shall supersede or modify this Section entitled: "SPECIFICATIONS FOR PROTECTION OF RAILROAD PROPERTY AND TRAFFIC ON STATE CONTRACT WORK."

12/22/16

SSD: 2/2/89, 2/25/92, 8/10/95, 8/28/97 &amp; 9/15/1998, 03/09, 10/07/09, 11/19/14,

Page 1 of 5

STATEWIDE  
42533

April 9, 2019

**SPECIAL PROVISION**  
**AMENDMENT TO SECTION 104 -- SCOPE OF THE WORK**  
**AMENDMENT TO 104.07 - RAILWAY-HIGHWAY PROVISIONS**

**Add** the following:

SPECIFICATIONS FOR PROTECTION OF RAILROAD PROPERTY AND TRAFFIC  
ON STATE CONTRACT WORK.

**SCOPE**

This specification intends to provide for safeguards to the property and operations of the Railroad and Operator during construction operations by the Contractor.

**GENERAL**

The Contractor's attention is called to the fact that the work under the contract shall be performed on, over, under or adjacent to the Pan Am Railways tracks, telephone lines, telegraph lines, signal lines, and electric supply lines of the Railroad. A maximum speed of about 59 miles per hour shall be considered as prevailing for the operation of trains of the Operator at this project.

The Contractor, before entering upon property of the Railroad, shall execute the Railroad Standard Service Agreement, and provide Railroad insurance which indemnifies and saves harmless the Railroad. The insurance requirements can be found in this section under the subsection, INSURANCE. The Contractor is advised that the Railroad may require a fee to cover the cost of the Railroad Service Agreement preparation. **The Contractor should contact the Railroad relative to these costs to insure inclusion of such costs in its bid, which shall be considered subsidiary to the Project.**

The Contractor's work shall be performed in such a manner that the tracks, traffic, and appurtenances of the Railroad shall be safeguarded. The Contractor shall ascertain and comply with the regulations of the Railroad relative to work on or adjacent to Railroad premises and except as permitted by the Railroad, and shall keep the tracks clear of obstructions.

Equipment of the Contractor to be used adjacent to tracks shall be in first-class condition so as to positively prevent any failure that would cause delay in the operation of trains of the

Railroad or damage to Railroad facilities. Contractor shall not place or put in operation equipment adjacent to a track without first obtaining permission of the Railroad.

The Contractor shall be fully responsible for all damages arising from his failure to comply with the requirements of these specifications.

When, in the opinion of the of the Railroad, the construction work would cause hazard to the safe operation of trains or to other facilities of the Railroad, including any communication lines on Railroad premises, the Railroad shall employ the necessary qualified employees to protect its trains and other facilities.

The Contractor shall give written notice to the Railroad, Pan Am Railways Ted Krug at least seven (7) days in advance of starting work or locating equipment at the site. In addition, the Contractor shall give notice on the Wednesday prior to the week the Contractor proposes to do work that might cause any hazard.

#### FLAGGING SERVICES

No work that could potentially cause hazard to the safe operation of trains or to other facilities of the Railroad shall be performed by the Contractor if the Railroad Flagger is not on duty, unless specific authorization has been granted by the Railroad. Prior to starting any hazardous work, as described below, the Contractor, in coordination with the Engineer shall determine how the work will be accomplished in the vicinity of the railroad tracks.

It shall be the responsibility of the Contractor to secure flagging services from the Railroad for the protection of the railroad traffic during the progress of the work. This shall include the services of all railroad flaggers, switch tenders, pilots, conductors, watchmen and similar protective labor.

- A. Reimbursement of these services shall be made by the Department to the Railroad through a Railroad Agreement.
- B. All costs associated with flagging services deemed necessary due to Contractor negligence or deviation from their approved project schedule as required per section 108.03 shall be recovered by the State from the Contractor. The cost of these services is \$1,100.00 per day. The Engineer has the right to deduct the anticipated costs from any estimated payment for Work performed under the Contract.

For purposes of establishing a Railroad Agreement with the Railroad, the State, working with the Railroad has estimated the number of days that will require railroad flagging services (Flagging Days) based on a schedule established in the design phase of the project. The Contractor shall designate Flagging Days as a separate activity on their project schedule and shall include it in conjunction with all activities that could potentially foul the railroad tracks based on the information contained below in the subsection, HAZARDS. The Contractor shall establish a means and method that allows for the completion of the work without exceeding the established number of Flagging Days. For purposes of this Contract, Flagging Days shall be defined as one railroad flagger for 8 hours per day. A minimum of one (1) Flagging Day will be deducted from

the available Flagging Days for each day's service. When the Contractor works beyond the defined Flagging Day, an equal amount of time, rounded up to the nearest hour, will be deducted from the available Flagging Days.

The number of Flagging Days provided in this Contract is a not to exceed quantity and shall only be adjusted due to agreed upon changes per 104.02, Revisions to the Contract.

The estimated number of Flagging Days for this Contract is:

4 Flagging Days

### HAZARDS

An operating track shall be considered fouled and subject to hazard when any object or operation is brought nearer than 15 feet of the centerline of the track.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than 10 feet to any wire of the line.

An electric supply line shall be considered fouled and subject to hazard when any object is brought nearer than 10 feet to any wire of the line.

Cranes, trucks, power shovels, or any other equipment shall be considered fouling a track, signal line, communication line, or electric supply line when working in such position that failure of equipment with or without load could foul the track, signal line, communication line, or electric supply line.

Railroad operations shall be considered subject to hazard when explosives are used in the vicinity of Railroad premises, during the driving or pulling of sheeting for footing adjacent to a track, when erecting structural steel across or adjacent to a track, when operations involve swinging booms or chutes that could in any way come nearer than 15 feet to the centerline of a track, or when erection or removal of staging, falsework or forms fouls a track or wire line. None of these or similar operations, therefore, shall be carried on during the approach or passing of a train.

### CLEARANCES

Staging, falsework, or forms shall at all times be maintained with a minimum vertical clearance of 22 feet 6 inches above the top of the high rail and a minimum side clearance of 8 feet 6 inches from the centerline of the track.

### EXCAVATION AND FALSEWORK

The Contractor shall furnish detailed plans for falsework, bracing, shoring sheeting, or other supports adjacent to the tracks for approval by the Chief Engineering Officer of the Railroad. Plans and calculations shall be prepared by a Professional Engineer licensed in the State of New Hampshire. The work shall be performed in accordance with the approved plans.

Open excavation shall be suitably planked over when construction operations are not in progress.

### OVERHEAD STRUCTURES

The Contractor shall submit for approval to the Railroad, including but not limited to, the complete sequence and plans with sufficient detail for checking, for the installation, temporary supporting of, or removal of all members or structures above track. Plans and calculations shall be prepared by a Professional Engineer licensed in the State of New Hampshire. All such work shall be performed in accordance with the approved plans and specifications.

### INSPECTION

If deemed necessary by the Railroad, the Railroad shall furnish and assign an engineer for general inspection purposes or for general protection of Railroad property and operations during construction. This inspection service shall be at the expense of the State.

### EXTRA CONTRACT SERVICES

Temporary and permanent changes of tracks and telephone lines, telegraph lines, signal lines, electric supply lines, the installation and operation of gates, bell systems, warning lights and other protective devices made necessary by or to clear the permanent or temporary work of the Contract as stated in the Prosecution of Work or shown on the construction plans are included in a Railroad Agreement as recollectible from the State shall be made or caused to be made by the Railroad without expense to the Contractor.

All other changes made or services furnished by the Railroad at the request of the Contractor shall be at the Contractor's expense.

### PAYMENT

Except for work which may be paid for under Section 624, no payment will be made by the State to the Contractor for services of Railroad employees required for protective measures taken by the Railroad on account of operations of the Contractor.

## INSURANCE

The Contractor shall carry insurance, of at least the types listed below, applicable to the project in policies acceptable to the Railroad in amounts not less than those specified in 107.11.

1. Workers' Compensation and Employers Liability as required by law.
2. Commercial General Liability, Occurrence Form or Comprehensive General Liability Form protecting against liability from bodily injury or property damage arising out of the work performed by the Contractor.
3. Comprehensive Automobile Liability covering all motor vehicles used about or in connection with the work performed by the Contractor.
4. Railroad Protective Liability, on behalf of and payable to the Railroad.

If blasting is to be done in connection with the project, the insurance policies shall so state, and include the "save harmless" clause in favor of the Railroad.

The Contractor shall furnish to the State the Railroad a certificate of each insurance policy type stated above. Each such certificate shall carry an endorsement covering the "save harmless" clause in favor of the Railroad as set forth in 107.11 of the Standard Specifications.

The Contractor shall also furnish the Railroad a copy of the original policy including endorsements relative to Railroad Protective Liability Insurance required at least seven (7) days before the location of any equipment or the starting of work on or at the project. A certificate of said policy shall be furnished to the State by the Contractor.

The Railroad Protective Liability Insurance must be in the form required by the latest edition of the Federal-aid Program Manual, commonly referred to as the "AAR" form. The insurance policy shall name "Pan Am Railways, their affiliates, successors and assigns", as the insured and shall be furnished to the Railroad and Operator.

No changes or alterations in the policies shall be made without the approval of the Railroad.

No other section of the Project Specifications shall supersede or modify this Section entitled: "SPECIFICATIONS FOR PROTECTION OF RAILROAD PROPERTY AND TRAFFIC ON STATE CONTRACT WORK."

## **Summary of Environmental Issues**

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

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

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

### **Actions to be completed during construction**

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

Stenciled Pavement Markings 2019  
 Location and Quantity Tables  
 Paint Markings

Corridor	Location	District	Approach	Paint Marking			Quantity in SF	Notes
				Left Arrow	Right Arrow	ONLY		
US 3 Manchester to Concord	US 3 & Alice Ave, Hooksett	5	NB	4	0	2	112.6	
		5	SB	2	0	1	56.3	
		5	DU	16			272.0	
	US 3 & Mammoth Rd NH 28A	5	NB	1	0	0	17.0	
		5	SB	3	0	1	73.3	
	US 3 & Cinemagic Theaters	5	NB	2	0	1	56.3	
		5	SB	0	1	1	39.3	
		5	DU	6			102.0	
	US 3 & Martins Ferry Rd / Whitehall Rd	5	NB	2	0	1	56.3	
		5	SB	2	0	1	56.3	
		5	DU	2			34.0	
	US 3 & Big K-mart	5	NB	2	0	1	56.3	
		5	SB	1	2	2	95.6	
		5	DU	2			34.0	
	US 3 & Clough/Benton Rd	5	NB	1	0	1	39.3	
		5	SB	2	0	1	56.3	
	US 3 & Walgreens, Hooksett	5	NB	0	0	0	-	
		5	SB	0	1	0	17.0	
	US 3 & Bypass 28	5	NB	3	0	1	73.3	
		5	SB	3	0	1	73.3	
		5	SR	0	2	1	56.3	
	US 3 & Hooksett Village Shops	5	NB	3	0	2	95.6	
		5	SB	2	2	2	112.6	
		5	DU	2			34.0	
	US 3 & Lindsay/Legends Rd	5	NB	2	0	1	56.3	
		5	SB	2	2	2	112.6	
		5	DU	20			340.0	
	US 3 & Thanmes Rd/Brox Ind, Hooksett	5	NB	3	2	2	129.6	
		5	SB	4	2	2	146.6	
		5	DU	4			68.0	
	US 3 & Memorial Dr/Shanon Rd	5	NB	2	0	1	56.3	
		5	SB	3	2	2	129.6	
		5	DU	14			238.0	
	US 3 & Hooksett Rd	5	NB	3	0	1	73.3	
	US 3 & College Park Dr	5	NB	3	3	4	191.2	
		5	SB	3	4	3	185.9	
		5	SR	2		1	56.3	
	US 3 & Granite St	5	NB	2	2	2	112.6	
		5	SB	2	0	1	56.3	
		5	DU	4			68.0	
	US 3 & NH 28	5	NB	0	2	1	56.3	
		5	SB	2	0	1	56.3	
		5	SR	4	2	3	168.9	
	US 3 & School St, Allentown	5	NB	2	2	2	112.6	
		5	SB	3	3	2	146.6	
		5	DU	6			102.0	
	US 3 & Turnpike St, Pembroke	5	NB	1	0	0	17.0	
		5	SB	2	2	2	112.6	

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

Stenciled Pavement Markings 2019  
 Location and Quantity Tables  
 Paint Markings

Corridor	Location	District	Approach	Paint Marking			Quantity in SF	Notes
				Left Arrow	Right Arrow	ONLY		
NH 3A Hudson to Concord	NH 3A & Pine Rd, Hudson	5	NB	2	0	1	56.3	
		5	SB	1	0	1	39.3	
	NH 3A & Dracut Rd	5	NB	2	0	1	56.3	
		5	SB	2	0	1	56.3	
		5	SR	1	0	1	39.3	
	NH 3A & Rena Ave	5	NB	3	0	2	95.6	
		5	SB	2	0	1	56.3	
	NH 3A & Walmart/Sams Club	5	NB	6	2	3	202.9	
		5	SB	6	3	3	219.9	
	NH 3A & Sagamore Bridge	5	NB	8	0	2	180.6	
	NH 3A & Hackett Hill Rd, Manchester	5	NB	3	0	1	73.3	
		5	SB	0	4	1	90.3	
	NH 3A & Commerce Dr, Hooksett	5	NB	3	0	2	95.6	
		5	SB	0	4	2	112.6	
	NH 3A & Central Park Dr	5	NB	2	0	1	56.3	
	NH 3A & Mobil	5	NB	1	0	1	39.3	
	NH 3A & Toombs Doors	5	NB	1	0	0	17.0	
	NH 3A & Goonan Rd	5	SB	1	0	1	39.3	
	NH 3A & Market Basket, Hooksett	5	NB	2	0	1	56.3	
		5	SB	0	2	1	56.3	
	NH 3A & I-93 SB On & Off	5	NB	0	1	1	39.3	
		5	SB	1	0	4	106.2	
		5	Ramp	2	0	1	56.3	
	NH 3A & I-93 NB On & Off	5	NB	0	2	1	56.3	
		5	SB	3	0	1	73.3	
		5	Ramp	7	7	4	327.2	
	NH 3A & Quality Dr/Technology Dr	5	NB	4	4	2	180.6	
		5	SB	1	0	1	39.3	
	NH 3A & College Park Dr	5	SB	4	0	2	112.6	
	NH 3A & Windsor Terrace	5	NB	1	0	1	39.3	
	NH 3A & Merrimack Heights	5	NB	1	0	0	17.0	
	NH 3A & Liquor Store, Hooksett	5	NB	3	0	1	73.3	
	NH 3A & Mobil Station, Bow	5	NB	2	0	1	56.3	
NH 3A & Tallwood Dr	5	SB	2	0	1	56.3		
NH 3A & I-89, Bow	5	NB	4	0	1	90.3		
	5	SB	2	0	1	56.3		
	5	SR	0	3	1	73.3		
	5	DU	6			102.0		
NH 11 Laconia to Gilford	NH 11 & N 107, Laconia	3	EB	1	0	1	39.3	
	NH 11 & Shaws, Gilford	3	EB	1	0	1	39.3	
		3	WB	0	4	1	90.3	
	NH 11 & Lowes	3	WB	2	0	1	56.3	
		3	DU	4			68.0	
	NH 11 & Walmart	3	EB	2	0	1	56.3	
		3	WB	0	4	2	112.6	
	NH 11 & Bank of NH	3	WB	2	0	1	56.3	
	NH 11 & US3 Laconia Bypass	3	EB	0	2	1	56.3	
		3	WB	1	0	1	39.3	
	NH 11 & NH 11C, Gilford	3	EB	2	0	1	56.3	
		3	WB	1	2	0	51.0	

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

Stenciled Pavement Markings 2019  
 Location and Quantity Tables  
 Paint Markings

Corridor	Location	District	Approach	Paint Marking			Quantity in SF	Notes
				Left Arrow	Right Arrow	ONLY		
NH 11 Gilford to Rochester	NH 11 & NH 11C/Old Lake Shore Rd	3	EB	2	2	2	112.6	
		3	WB	2	2	2	112.6	
	NH 11 & NH 11B (Weirs/Old Lake Shore)	3	EB	3	3	4	191.2	
		3	WB	2	2	2	112.6	
		3	SR	1	1	1	56.3	
	NH 11 & Varney Point Rd	3	EB	3	0	2	95.6	
	NH 11 & Glendale Pl, Gilford	3	EB	1	0	1	39.3	
	NH 11 & Depot Rd/Berry Rd, New Durham	3	EB	3	0	1	73.3	
		3	WB	4	0	1	90.3	
	NH 11 & Walmart, Rochester	6	EB	2	1	2	95.6	
		6	WB	4	0	2	112.6	
	NH 11 & Little Falls Bridge Rd	6	EB	2	0	1	56.3	
	NH 11 & Tractor Supply	6	WB	3	0	1	73.3	
	NH 11 & Ridge Shopping Mall	6	EB	2	2	2	112.6	
		6	WB	4	0	2	112.6	
		6	DU	28			476.0	
	NH 11 & NH 16, Rochester	6	EB	2	0	1	56.3	
		6	WB	2	0	1	56.3	
NH 28 Derry to Manchester	NH 28 & Tselenneto Dr, Derry	5	SB	6	2	3	202.9	
	NH 28 & Tinkham Ave	5	NB	2	0	1	56.3	
		5	SB	1	0	0	17.0	
	NH 28 & Linlew Dr	5	NB	1	0	1	39.3	
		5	SB	1	0	1	39.3	
	NH 28 & A St	5	NB	1	0	1	39.3	
		5	SB	2	0	1	56.3	
	NH 28 & Ashleigh Dr	5	NB	2	0	1	56.3	
		5	SB	6	0	2	146.6	
		5	DU	0				
	NH 28 & Derry Meadows Shoppes, Derry	5	NB	3	1	2	112.6	
		5	SB	2	0	1	56.3	
		5	DU	2			34.0	
	NH 28 & Liberty Dr, Londonderry	5	NB	2	0	1	56.3	
		5	SB	2	0	1	56.3	
		5	DU	4			68.0	
	NH 28 & Auburn Rd	5	SB	2	0	1	56.3	
	NH 28 & I-93 NB Ramp	5	NB	0	1	1	39.3	
		5	SB	2	0	1	56.3	
	NH 28 & I-93 SB Ramp	5	NB	2	0	1	56.3	
		5	SB	0	2	1	56.3	
	NH 28 & Perkins Rd	5	NB	3	0	1	73.3	
		5	DU	4			68.0	
	NH 28 & Symmes Dr/Vista Ridge	5	NB	3	3	2	146.6	
		5	SB	3	0	1	73.3	
	NH 28 & Dunkin Donuts	5	NB	3	0	1	73.3	
		5	DU	2			34.0	
	NH 28 & Stokes/Mobil Station	5	SB	1	0	1	39.3	
	NH 28 & NH 128	5	NB	1	0	1	39.3	
		5	SB	0	2	0	34.0	
		5	DU	4			68.0	
	NH 28 & Stokes Rd/Mammoth Rd	5	NB	1	0	0	17.0	
	NH 28 & Page Rd, Londonderry	5	NB	5	5	4	259.2	
	5	SB	5	5	4	259.2		
NH 28 & Abby Rd, Manchester	5	NB	2	0	1	56.3		
	5	SB	0	1	1	39.3		
NH 28 & Harvey Rd, Manchester	5	NB	2	0	1	56.3		
	5	SB	0	2	1	56.3		

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

Stenciled Pavement Markings 2019  
 Location and Quantity Tables  
 Paint Markings

Corridor	Location	District	Approach	Paint Marking			Quantity in SF	Notes
				Left Arrow	Right Arrow	ONLY		
NH 38 Pelham to Salem	NH 38 & Highland Ave, Pelham	5	NB	2	0	1	56.3	
		5	SB	2	0	1	56.3	
	NH 38 & Hannaford	5	SB	2	0	1	56.3	
	NH 38 & Atwood Rd/Old Bridge	5	NB	3	0	1	73.3	
		5	SB	3	0	1	73.3	
	NH 38 & Main St, Pelham	5	NB	2	2	2	112.6	
		5	SB	2	2	2	112.6	
	NH 38 & Stiles Rd, Salem	5	NB	2	0	1	56.3	
		5	SB	0	3	1	73.3	
	NH 38 & Dunkin Donuts	5	NB	1	0	1	39.3	
NH 38 & South Policy Rd, Salem	5	NB	2	0	1	56.3		
NH 101 Keene to Bedford	NH 101 & Traffic Circle, Keene	4	WB					
	NH 101 & NH 12, Keene	4	EB	2	3	3	151.9	
		4	WB	2	2	2	112.6	
	NH 101 & Optical Ave, Keene	4	EB	4	0	3	134.9	
	NH 101 & Chesham Rd, Marlborough	4	EB	2	0	1	56.3	
	NH 101 & Neighborhood Rd, Dublin	4	EB	1	0	1	39.3	
	NH 101 & NH 137, Dublin	4	EB	1	0	1	39.3	
		4	WB	2	0	1	56.3	
		4	DU	4			68.0	
	NH 101 & Mercer Ave, Peterborough	4	WB	1	0	1	39.3	
		4	DU	12			204.0	
	NH 101 & Ames Ct	4	WB	1	0	0	17.0	
	NH 101 & US 202 South	4	EB	2	0	1	56.3	
		4	WB	2	0	1	56.3	
	NH 101 & US 202 North, Peterborough	4	EB	3	0	2	95.6	
		4	WB	2	0	1	56.3	
		4	SR	1	1	2	78.6	
		4	DU	4			68.0	
	NH 101 & NH 45, Temple	4	EB	0	2	1	56.3	
	NH 101 & Temple Rd (Genl Miller Hwy)	4	WB	2	0	1	56.3	
	NH 101 & NH 31 South, Wilton	4	WB	2	0	1	56.3	
	NH 101 & Abbott Hill Rd	4	WB	2	0	1	56.3	
	NH 101 & NH 31 North, Wilton	4	EB	2	0	1	56.3	
	NH 101 & Wilton Rd, Milford	4	EB	1	0	1	39.3	
		4	WB	3	2	2	129.6	
		4	DU	10			170.0	
	NH 101 & Old Wilton Rd, Amherst	5	EB	2	2	2	112.6	
		5	WB	2	0	1	56.3	
	NH 101 & Meeting Place Plaza, Amherst	5	EB	0	1	1	39.3	
		5	WB	1	0	1	39.3	
	NH 101 & Black Forest Restaurant, Amherst	5	EB	1	0	0	17.0	
	NH 101 & Blueberry Hill Rd	5	EB	1	0	1	39.3	
	NH 101 & Walnut Hill Rd, Amherst	5	EB	0	1	1	39.3	
		5	WB	2	0	1	56.3	
	NH 101 & Transfer Station	5	EB	2	0	1	56.3	
	NH 101 & Horace Greeley Rd	5	EB	2	0	1	56.3	
	NH 101 & Salzburg Square	5	EB	4	0	2	112.6	
	NH 101 & Old Manchester Rd/Pine Rd	5	EB	2	0	1	56.3	
		5	WB	2	0	1	56.3	
	NH 101 & Saddle Hill Rd	5	EB	2	0	1	56.3	
NH 101 & Holly Hill Rd	5	EB	2	0	1	56.3		
NH 101 & Camp Rd, Amherst	5	EB	3	0	2	95.6		
	5	WB	4	0	2	112.6		

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

Stenciled Pavement Markings 2019  
 Location and Quantity Tables  
 Paint Markings

Corridor	Location	District	Approach	Paint Marking			Quantity in SF	Notes
				Left Arrow	Right Arrow	ONLY		
NH 111 Hudson to Kingston	NH 111 & Park Ave, Hudson	5	WB	5	0	2	129.6	
	NH 111 & Lawrence/Sullivan Rd, Hudson	5	EB	3	0	1	73.3	
		5	WB	3	0	1	73.3	
	NH 111 & NH 128, Windham	5	EB	2	0	1	56.3	
		5	WB	2	0	1	56.3	
	NH 111 & Faith Rd	5	WB	3	0	1	73.3	
	NH-111 & Ledge Rd / London Bridge Rd	5	EB	1	1	2	78.6	
		5	WB	5	1	3	168.9	
	NH 111 & South Lowell Rd	5	EB	2	1	1	73.3	
		5	WB	3	3	2	146.6	
		5	SR	0	1	1	39.3	
	NH 111 & North Lowell Rd/Fellows Rd	5	EB	3	0	1	73.3	
		5	WB	3	0	1	73.3	
	NH 111 & Church Rd / Dunkin Donuts	5	EB	0	1	1	39.3	
		5	WB	1	1	0	34.0	
		5	DU	4			68.0	
	NH 111 & US Post Office	5	EB	4	2	2	146.6	
		5	WB	3	3	2	146.6	
	NH 111 & Wall St/Enterprise Dr	5	EB	4	0	2	112.6	
	NH 111 & I-93 NB Ramp	5	EB	0	2	0	34.0	
		5	WB	3	0	1	73.3	
	NH 111 & NH 111A South	5	EB	1	2	2	95.6	
		5	WB	5	0	2	129.6	
		5	SR	3	3	2	146.6	
	NH 111 & Delahunty Nurseries	5	WB	1	0	1	39.3	
	NH 111 & Searles Rd	5	EB	1	0	1	39.3	
	NH 111 & Range Rd	5	EB	3	0	1	73.3	
		5	WB	3	0	1	73.3	
		5	SR	3	0	1	73.3	
	NH 111 & NH 28	5	EB	6	2	3	202.9	
		5	WB	6	1	2	163.6	
		5	NB	3	3	2	146.6	
		5	SB	3	0	1	73.3	
	NH 111 & Zachary Crossing Rd	5	EB	3	3	2	146.6	
		5	WB	3	0	1	73.3	
	NH 111 & Island Pond Rd	5	EB	2	0	2	78.6	
		5	WB	2	0	2	78.6	
		5	SR	0	1	0	17.0	
	NH 111 & Brookstone Park	5	EB	4	0	1	90.3	
	NH 111 & Commerce Park Dr	6	EB	2	0	1	56.3	
NH 111 & NH 111A North	6	EB	3	0	1	73.3		
	6	WB	3	0	1	73.3		
	6	SR	0	1	0	17.0		
NH 111 & Main St, Kingston	6	EB	3	0	1	73.3		
	6	WB	1	2	2	95.6		
NH 111 & NH 125, Kingston	6	EB	2	2	2	112.6		

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

Stenciled Pavement Markings 2019  
 Location and Quantity Tables  
 Paint Markings

Corridor	Location	District	Approach	Paint Marking			Quantity in SF	Notes	
				Left Arrow	Right Arrow	ONLY			
	NH 101 & LaBelle Winery, Bedford	5	WB	1	0	0	17.0		
	NH 101 & Joppa Hill Rd	5	EB	4	0	2	112.6		
		5	WB	4	0	2	112.6		
	NH 101 & Dunkin Donuts	5	EB	0	1	1	39.3		
		5	WB	1	0	1	39.3		
	NH 101 & Murphys Taproom, Bedford	5	EB	2	0	1	56.3		
	NH 101 & Wallace Rd, Bedford	5	EB	4	0	2	112.6		
NH 101A Milford to Nashua	NH 101A & Shaws/JobLot, Milford	5	WB	3	1	2	112.6		
	NH 101A & NH 101 WB Ramp, Milford	5	EB	0	3	1	73.3		
		5	WB	6	0	2	146.6		
	NH 101A & NH 101 EB Ramp, Amherst	5	WB	3	0	1	73.3		
	NH 101A & NH 122, Amherst	5	EB	1	3	3	134.9		
		5	WB	3	3	2	146.6		
		5	SR	3	1	3	134.9		
		5	DU	32			544.0		
		NH 101A & Overlook Dr	5	WB	1	0	1	39.3	
		NH 101A & Airline Dr	5	EB	2	0	1	56.3	
		NH 101A & Northern Blvd	5	WB	2	0	1	56.3	
		NH 101A & Walmart	5	EB	1	4	2	129.6	
			5	WB	3	0	1	73.3	
			5	DU	10			170.0	
		NH 101A & Pauls Way	5	EB	2	0	1	56.3	
			5	WB	2	0	1	56.3	
		NH 101A & Lowes	5	EB	4	2	2	146.6	
			5	WB	4	2	2	146.6	
		NH 101A & Trueell Rd	5	EB	2	0	1	56.3	
			5	DU	4			68.0	
		NH 101A & Craftsman Ln, Amherst	5	EB	2	0	1	56.3	
			5	WB	2	0	1	56.3	
			5	DU	12			204.0	
		NH 101A & Boston Post Rd, Merrimack	5	EB	3	3	4	191.2	
			5	WB	3	2	3	151.9	
		NH 101A & Home Depot	5	EB	3	0	2	95.6	
		NH 101A & Continental Blvd, Merrimack	5	EB	7	0	4	208.2	
		5	WB	6	0	2	146.6		
NH 108 Stratham to Dover	NH 108 & NH 101 Ramps, Stratham	6	NB	6	3	2	197.6		
		6	SB	8	0	2	180.6		
		6	EB	6	2	2	180.6		
		6	WB	6	6	4	293.2		
	NH 108 & Stratham Heights Rd	6	NB	2	0	1	56.3		
		6	SB	3	0	1	73.3		
	NH 108 & Stratham Crossing Mall	6	NB	6	3	6	286.8		
		6	SB	2	3	2	129.6		
	NH 108 & Shaws Plaza	6	NB	6	3	6	286.8		
		6	SB	2	3	2	129.6		
	NH 108 & Market Basket	6	NB	2	2	2	112.6		
		6	SB	3	0	1	73.3		
		6	DU	24			408.0		
		NH 108 & Bunker Hill Rd, Stratham	6	SB	2	0	1	56.3	
		6	DU	26			442.0		

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

Stenciled Pavement Markings 2019  
 Location and Quantity Tables  
 Paint Markings

Corridor	Location	District	Approach	Paint Marking			Quantity in SE	Notes
				Left Arrow	Right Arrow	ONLY		
NH 125 Plaistow to Rochester	NH 125 & Hazeltine Rd, Plaistow	6	NB	2	0	1	56.3	
		6	SB	2	0	1	56.3	
	NH 125 & CVS Pharmacy/Wentworth Ave	6	NB	2	0	1	56.3	
		6	SB	2	0	1	56.3	
		6	DU	6			102.0	
	NH 125 & Kohls/Market Basket	6	NB	4	0	2	112.6	
		6	SB	2	0	1	56.3	
	NH 125 & Home Depot	6	NB	8	0	4	225.2	
		6	SB	2	0	1	56.3	
	NH 125 & Westville Rd	6	SB	3	0	1	73.3	
	NH 125 & East Rd/Joanne Dr	6	NB	4	0	1	90.3	
		6	SB	1	0	1	39.3	
		6	SR	0	2	1	56.3	
	NH 125 & Samuel H. Clifton Way	6	NB	4	0	1	90.3	
		6	SB	2	0	1	56.3	
	NH 125 & Danville Rd	6	NB	5	0	1	107.3	
		6	SB	2	0	1	56.3	
	NH 125 & NH 121A	6	NB	10	0	4	259.2	
		6	SB	2	0	1	56.3	
		6	SR	0	3	2	95.6	
	NH 125 & Various Businesses, Plaistow	6	NB	3	0	0	51.0	
		6	SB	0	3	0	51.0	
	NH 125 & Kasher Dr, Kingston	6	SB	1	0	0	17.0	
		6	DU	6			102.0	
	NH 125 & Old Coach Rd	6	NB	4	0	2	112.6	
	NH 125 & Folly Brook Terrace	6	SB	1	0	1	39.3	
	NH 125 & NH 111 WB	6	NB	4	0	1	90.3	
		6	SB	0	1	1	39.3	
	NH 125 & New Boston Rd	6	NB	5	2	4	208.2	
		6	SB	4	2	4	191.2	
	NH 125 & NH 107 SB	6	NB	3	3	2	146.6	
		6	SB	2	3	2	129.6	
		6	SR	1	0	0	17.0	
		6	SR	1	0	0	17.0	
	NH 125 & NH 111 EB	6	NB	2	1	2	95.6	
		6	SB	2	1	2	95.6	
		6	SR	1	1	0	34.0	
	NH 125 & NH 107 NB, Kingston	6	NB	4	0	2	112.6	
		6	SB	0	3	1	73.3	
	NH 125 & Rockingham Complex, Brentwood	6	NB	4	0	2	112.6	
		6	SB	0	5	3	151.9	
	NH 125 & NH 111A	6	NB	3	1	1	90.3	
		6	SB	3	3	2	146.6	
	NH 125 & Commercial Dr, Brentwood	6	NB	3	0	1	73.3	
	NH 125 & North Rd, Brentwood	6	NB	1	0	0	17.0	
		6	SB	2	1	1	73.3	

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

Stenciled Pavement Markings 2019  
 Location and Quantity Tables  
 Paint Markings

Corridor	Location	District	Approach	Paint Marking			Quantity in SF	Notes
				Left Arrow	Right Arrow	ONLY		
	NH 125 & Market Basket, Epping	6	NB	3	0	1	73.3	
		6	SB	0	2	1	56.3	
		6	DU	2			34.0	
	NH 125 & NH 101 EB	6	NB	0	1	1	39.3	
		6	SB	4	0	2	112.6	
	NH 125 & NH 101 WB	6	NB	4	0	2	112.6	
		6	SB	0	2	0	34.0	
	NH 125 & McDonalds	6	NB	2	0	1	56.3	
	NH 125 & Epping Crossing/Main St	6	NB	3	3	4	191.2	
		6	SB	3	0	2	95.6	
	NH 125 & Various Business Entrances	6	NB	0	2	0	34.0	
		6	SB	1	0	0	17.0	
		6	DU	4			68.0	
	NH 125 & NH 155, Epping	6	NB	0	4	1	90.3	
	NH 125 & NH 152, Lee	6	NB	2	2	2	112.6	
		6	SB	2	2	2	112.6	
		6	SR	0	1	0	17.0	
	NH 125 & George Bennett Rd/Mitchell Rd	6	NB	1	1	2	78.6	
		6	SB	1	0	1	39.3	
	NH 125 & Stepping Stones Rd	6	NB	2	2	2	112.6	
		6	SB	2	2	2	112.6	
	NH 125 & McDonalds/Mobil	6	NB	1	0	0	17.0	
	NH 125 & US 4 Roundabout	6	NB				-	See Thermo Items
		6	SB				-	See Thermo Items
		6	SR				-	See Thermo Items
		6	In Circle				-	See Thermo Items
	NH 125 & Lee Market Place, Lee	6	NB	3	0	1	73.3	
		6	SB	4	4	2	180.6	
		6	DU	12			204.0	
	NH 125 & Beauty Hill Rd, Barrington	6	SB	0	2	1	56.3	
	NH 125 & Barrington Station	6	NB	2	0	1	56.3	
		6	SB	1	2	2	95.6	
	NH 125 & Barrington Elementary School	6	NB	2	0	1	56.3	
		6	SB	0	2	1	56.3	
	NH 125 & Irving Station	6	NB	0	2	1	56.3	
	NH 125 & NH 9	6	NB	2	0	1	56.3	
		6	SB	3	0	1	73.3	
		6	SR	2	3	4	174.2	
	NH 125, north of NH 9	6	SB	2	0	1	56.3	
	NH 125 & Eastern Ave	6	NB	0	1	1	39.3	
		6	SB	1	0	1	39.3	
	NH 125 & Tolend Rd/Greenhill Rd, Barrington	6	NB	2	2	2	112.6	
		6	SB	2	2	0	68.0	
		6	DU	4			68.0	
	NH 125 & Rochester Neck Rd, Rochester	6	NB	4	3	4	208.2	
		6	SB	4	4	4	225.2	
	NH 125 & Church St	6	NB	0	3	2	95.6	
		6	SB	2	0	1	56.3	
	NH 125 & Oak/Cotby St	6	NB	3	0	2	95.6	
		6	SB	3	4	2	163.6	
	NH 125 & Main St/Chelsey Hill Rd	6	NB	3	0	2	95.6	
		6	SB	2	0	1	56.3	
		6	DU	4			68.0	
	NH 125 & Spaulding Tpk SB ramps	6	NB	0	0	0	-	
		6	SB	3	0	2	95.6	
	NH 125 & Wadleigh Rd, Rochester	6	DU	2			34.0	
<b>Total</b>				<b>1,130</b>	<b>317</b>	<b>518</b>	<b>36,150.4</b>	

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

Stenciled Pavement Markings 2019  
 Location and Quantity Tables  
 Thermoplastic Markings

Town	Location	Latitude	Longitude	AARDOT	Track Owner/Notes	District	Thermo Markings				Thermo Line (LF)		Notes																																		
							RR	Thru Arrow	Thru Left	Thru Right	Quantity in SF	24" SSLW		4"SBLW																																	
Stratham	NH 108 at NH 101 Exit 11 Ramps			n/a	lane line extensions between dual left turn lanes, all 4 approaches	6						1,175.0																																			
Lee	NH 125 & US 4 Roundabout			n/a	NB Approach	6							2	3	144.0																																
													6											4	6	288.0																					
																								6													8	8	460.8								
																																					6										
PLAISTOW	NH 121A (Main St) near Duston Ave	42.83897	-71.09609	053075V	Pan Am Railways	6	2								127.2	72.0																															
NEWTON	W Main St near Kingston town line	42.86892	-71.06758	053078R	Pan Am Railways	6	2								127.2	72.0																															
EAST KINGSTON	NH 107 (Kensington Rd) near NH 108	42.92310	-71.00937	053084U	Pan Am Railways	6	2								127.2	72.0																															
NEWMARKET	NH 108 (Essex St) near New Rd	43.07398	-70.93844	053104D	Pan Am Railways	6	2								127.2	72.0																															
OSSIPEE	NH 16 at Ossipee Aggregate	43.66895	-71.07328	054253H	New Hampshire Northcoast	3	2								127.2	72.0																															
WAKEFIELD	NH 16 near NH 125 and NH 153 (Union)	43.49780	-71.02578	054237Y	New Hampshire Northcoast	3	2								127.2	72.0																															
MILTON	NH 125 at Milton Hwy Dept (Russo's)	43.43067	-70.98886	054232P	New Hampshire Northcoast	6	2								127.2	72.0																															
WAKEFIELD	NH 109 at High St (Sanbornville)	43.55387	-71.03060	054243C	New Hampshire Northcoast	3	2								127.2	72.0																															
WAKEFIELD	NH 125 at Bridge St (Union)	43.49231	-71.02389	054235K	New Hampshire Northcoast	3	2								127.2	72.0																															
WAKEFIELD	NH 153, S of Perkins Hill Rd (Burleyville)	43.61398	-71.00583	054249T	New Hampshire Northcoast	3	2								*127.2	66.0																															
WAKEFIELD	NH 153, N of Canal Rd (Week's)	43.58354	-71.01537	054245R	New Hampshire Northcoast	3	2								127.2	72.0																															
WAKEFIELD	Wakefield Rd near NH 16 (Palmer's)	43.57402	-71.03610	054244J	New Hampshire Northcoast	3	2								127.2	72.0																															
WAKEFIELD	NH 153 near Whipponwill Rd (Huchin's)	43.52587	-71.02445	054240G	New Hampshire Northcoast	3	2								127.2	72.0																															
SOMERSWORTH	Main St at Rollinsford town line (Crockett's)	43.24065	-70.84738	054200J	New Hampshire Northcoast	6	2								127.2	72.0																															
ROLLINSFORD	Rollins Road near Somersworth Rd	43.23190	-70.84052	054199S	New Hampshire Northcoast	6	2								127.2	66.0																															
TILTON	US 3 near Park St (Lower Main St)	43.44324	-71.59176	845428U	State of New Hampshire	3	2								127.2	72.0																															
TILTON	US 3 near Cumb Farms (Upper Main St)	43.44343	-71.58651	845431C	State of New Hampshire	3	2								127.2	72.0																															
TILTON	NH 140 near McDonalds	43.45408	-71.56638	845435E	State of New Hampshire	3	2								127.2	84.0																															
<b>Totals</b>							<b>36</b>								<b>3,347.6</b>	<b>1,296</b>	<b>1,175</b>																														

STANDARD NO. PM-6

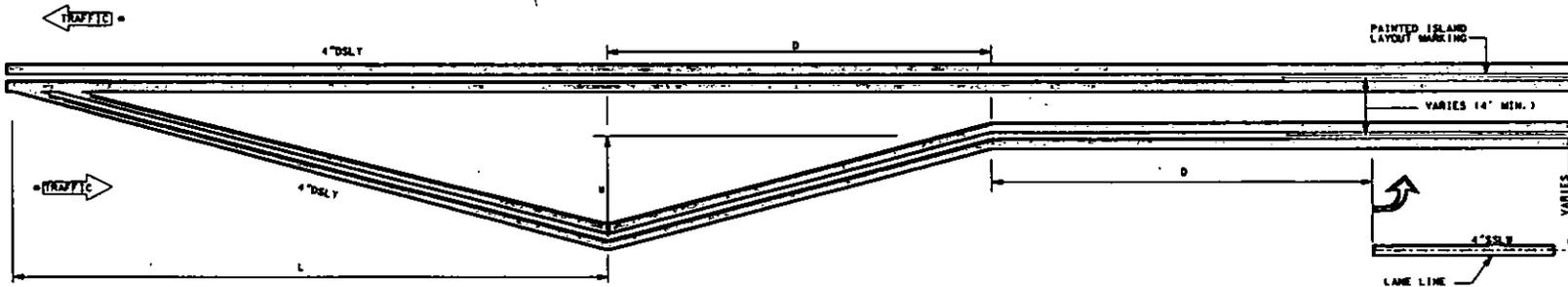
REVISION DATE  
07-13-2001  
02-24-2010

CORR. PLAN NUMBER  
PM-6

STANDARD PLANS

New Hampshire  
**DOT**  
Department of Transportation

STANDARD NO. PM-6



TRANSITION TAPER - L

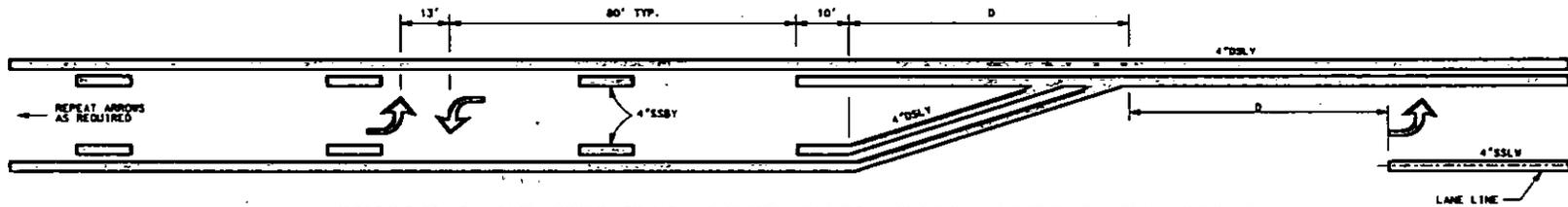
POSTED SPEED (mph)	L
< 40	VS 2/60
≥ 45	VS

W = WIDTH OF OFFSET (feet)  
S = POSTED SPEED LIMIT (mph)

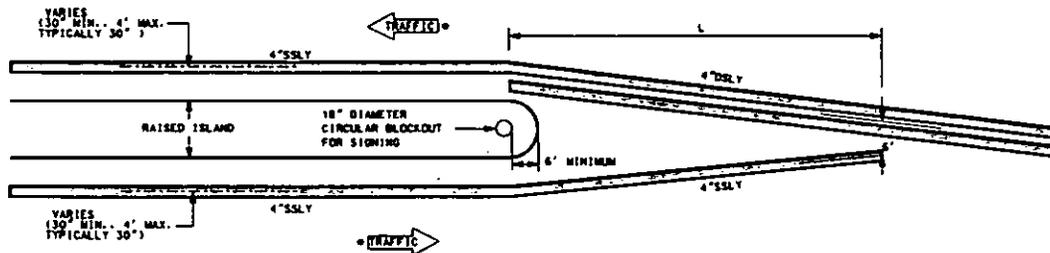
PAINTED ISLAND WITH LEFT TURN LANE

DECELERATION TRANSITION TAPER - D

POSTED SPEED (mph)	LENGTH (ft)
< 40	75
≥ 45	100



SINGLE LANE, TWO-WAY LEFT TURN WITH LEFT TURN ONLY



STRIPING AT ENDS OF RAISED ISLANDS

ARROWS SHOWN ON THIS SHEET INDICATE DIRECTION OF TRAFFIC ONLY.

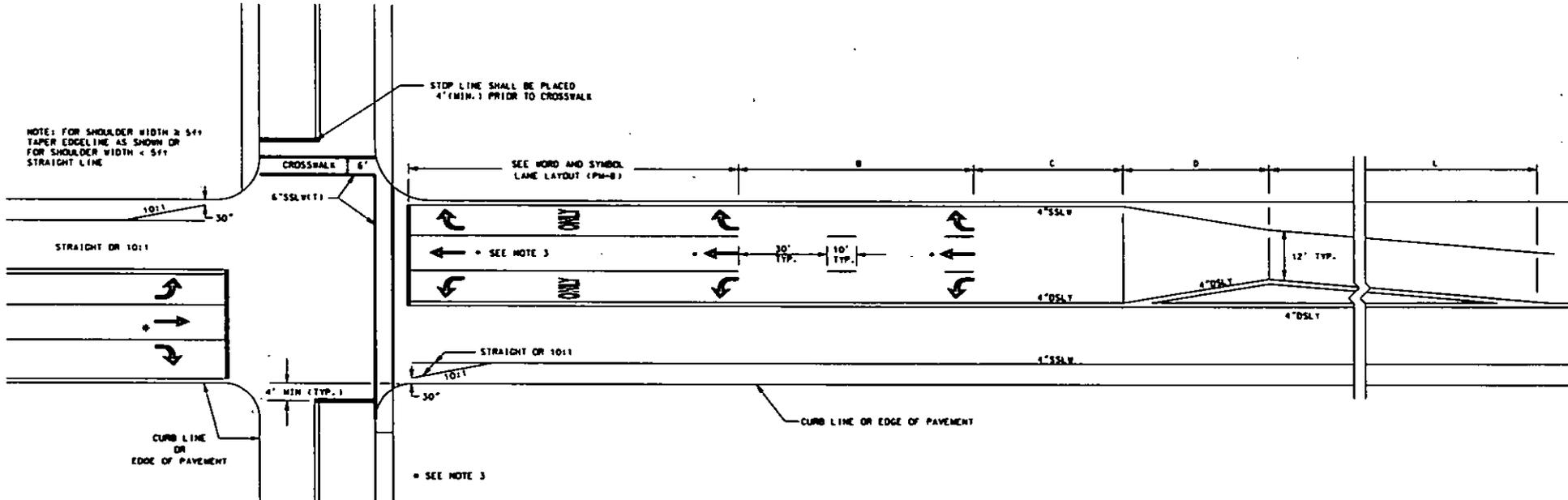
GENERAL NOTES

- SEE STANDARD NO. PM-8 FOR LAYOUT OF WORDS AND SYMBOLS WITHIN TURN LANES.
- SEE RAISED ISLAND BLOCKOUTS ON STANDARD HR-2

PAVEMENT MARKING STANDARD

PAINTED ISLAND DETAILS

NOTE: FOR SHOULDER WIDTH  $\geq$  5ft  
TAPER EDGE LINE AS SHOWN OR  
FOR SHOULDER WIDTH  $<$  5ft  
STRAIGHT LINE



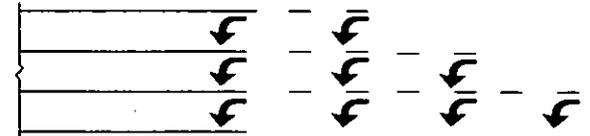
**GENERAL NOTES**

1. PAINTED EDGE LINE REQUIRED ON CURBED SHOULDERS GREATER THAN 24".
2. STOP LINES ARE 18" WIDE SSLW(T).
3. STRAIGHT THROUGH ARROWS NOT TYPICALLY REQUIRED. SEE THE PAVEMENT MARKING PLANS FOR THE APPROPRIATE LAYOUT.
4. TRANSVERSE CROSSWALK LINES SHALL BE THERMOPLASTIC. NOT LESS THAN 6" WIDE AND NOT LESS THAN 6" APART.
5. DIMENSION L CALCULATED BASED ON MITED TRANSITION TAPER FORMULAS.
6. ALL SEGMENTS A THRU L ARE REQUIRED TO ESTABLISH TURN LANES.
7. LANE USE SIGNS (R3-B SERIES) TO BE PLACED AT UPSTREAM LEGEND ARROW. ADDITIONAL SIGNS MAY BE REQUIRED FOR DOWNSTREAM GEOMETRIC CHANGES.

POSTED SPEED (mph)	TYPICAL "B" LAYOUT			C (ft)	D (ft)	L (ft)
	BROKEN LINES (#)	ARROWS (#)	LENGTH (ft)			
30	0	0	0	85	75	L+WS/60
35	0	0	0	140	75	L+WS/60
40	2	1	80	120	75	L+WS/60
45	2	1	80	170	100	L+WS
50	4	2	160	165	100	L+WS
55	6	3	240	175	100	L+WS

• 100' (MIN.) IS REQUIRED IN URBAN AREAS AND 200' (MIN.) IS REQUIRED IN RURAL AREAS.  
 B IS THE WIDTH OF OFFSET, IN FEET.  
 S IS THE HIGHER OF THE POSTED OR STATUTORY SPEED LIMIT, IN MILES PER HOUR.  
 WHERE OBSERVED SPEEDS EXCEED POSTED OR STATUTORY SPEED LIMITS, LONGER TAPERS SHOULD BE USED.  
 WHERE OFFSETS ARE DIFFERENT ON EITHER SIDE OF CENTERLINE, THE LONGER MEASUREMENT SHALL GOVERN THE LENGTH THE LENGTH OF BOTH TAPERS.

**BROKEN LINE/ARROW LAYOUT**

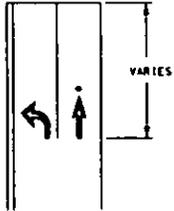


STATE OF NEW HAMPSHIRE			
DEPARTMENT OF TRANSPORTATION • BUREAU OF TRAFFIC			
<b>INTERSECTION DETAILS</b>			
NO.	DATE PROJECT OR.	SHEET NO.	TOTAL SHEETS

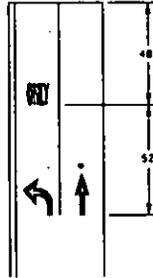
# WORD AND SYMBOL LAYOUT

NOT TO SCALE

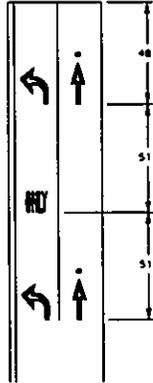
25 ft TO 75 ft LANE LINE



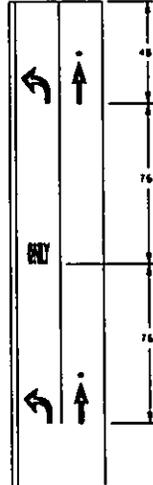
100 ft LANE LINE



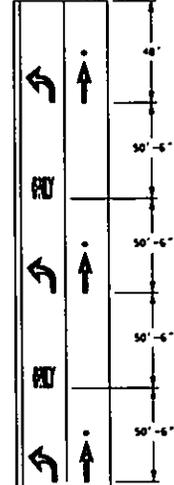
150 ft LANE LINE



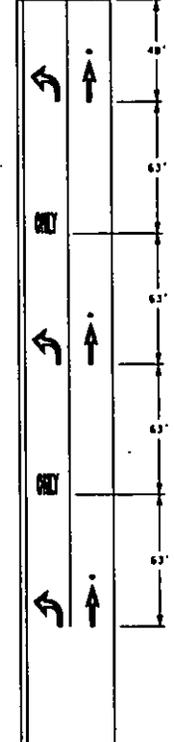
200 ft LANE LINE



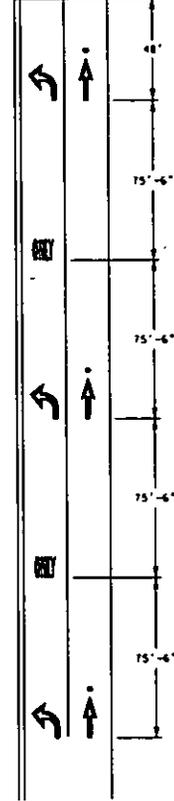
250 ft LANE LINE



300 ft LANE LINE



350 ft LANE LINE



• SEE NOTE NO. 8

## GENERAL NOTES

1. WORDS AND SYMBOLS SHALL BE CENTERED LATERALLY WITHIN THE LANE. THE LONGITUDINAL DIMENSION SHALL BE PARALLEL TO THE LANE.
2. LONGITUDINAL SPACING BETWEEN SUCCESSIVE WORDS AND/OR SYMBOLS IN TURN LANES SHOULD BE AT LEAST 4 TIMES AND NO GREATER THAN 10 TIMES THE HEIGHT OF THE LARGEST CHARACTER.
3. LANE LINES LONGER THAN 75' SHALL ONLY BE LAYED OUT IN MULTIPLES OF 50'.
4. LANE LINES DESIGNED TO ACCOMMODATE A CALCULATED QUEUE SHALL BE ROUNDED UP TO THE NEAREST 50'.
5. TO COMPLETE ARROW AND "ONLY" LAYOUT FOR LANE LENGTHS GREATER THAN 350': (LENGTH OF LANE LINE MINUS 48") / NUMBER OF INCREMENTS. STENCIL SERIES SHALL BEGIN AND END WITH AN ARROW.
6. THE STOP LINE MAY NOT BE PRESENT.
7. FOR WORD AND SYMBOL DETAILS SEE PM-12.
8. STRAIGHT THROUGH ARROWS IF REQUIRED. SEE THE PAVEMENT MARKING PLANS FOR THE APPROPRIATE LAYOUT.
9. WORDS, LANE LINES AND SYMBOLS SHALL BE THERMOPLASTIC (T).

TYPICAL CENTERLINE OR ISLAND

TYPICAL:  
LANE LINE, EDGELINE  
OR CURB LINE.

DATE	DATE	DATE	DATE
NAME	NAME	NAME	NAME
STATION	STATION	STATION	STATION
REVISIONS	DATE	DESCRIPTION	

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF TRANSPORTATION - BUREAU OF TRAFFIC			
<b>WORD AND SYMBOL LAYOUT</b>			
REVISION DATE	JOB	STATE PROJECT NO.	SHEET NO.
03-21-17	2017 WAS 10.000		10th SHEET

STANDARD  
NO. PM-10

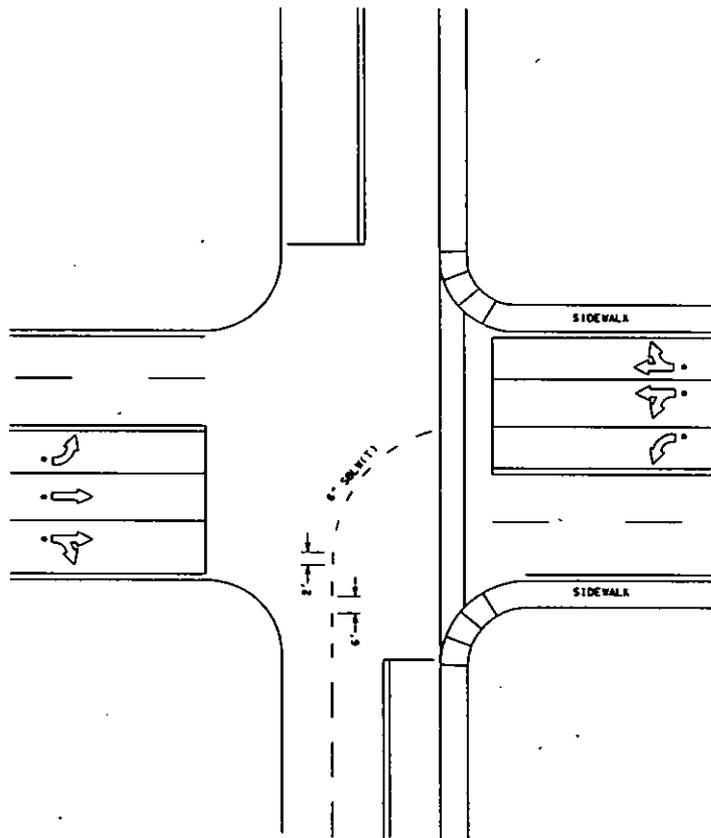
REVISION DATE  
07-13-2001  
02-26-2010

CDM FILE NAME  
PM-10

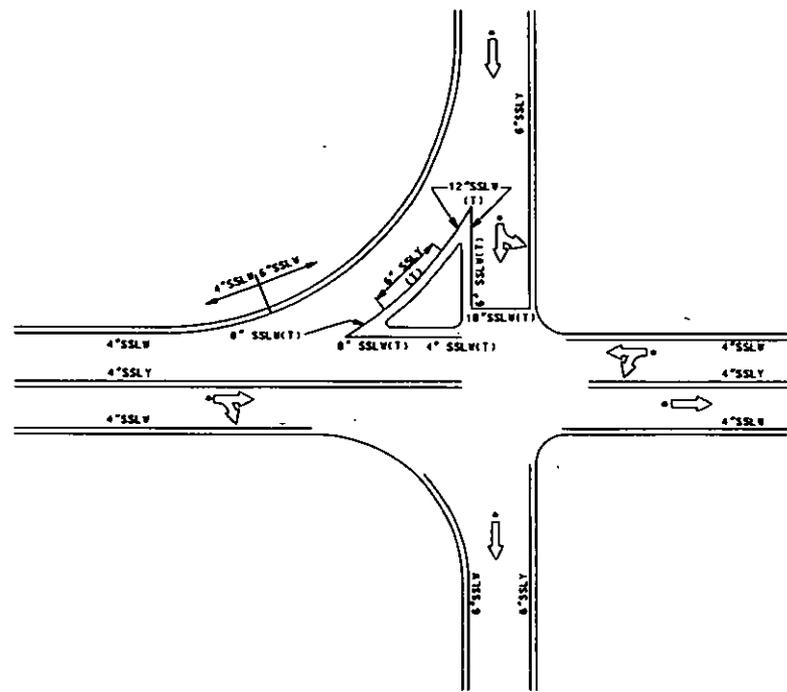
STANDARD PLANS



STANDARD  
NO. PM-10



TURNING LANE EXTENSION DETAIL

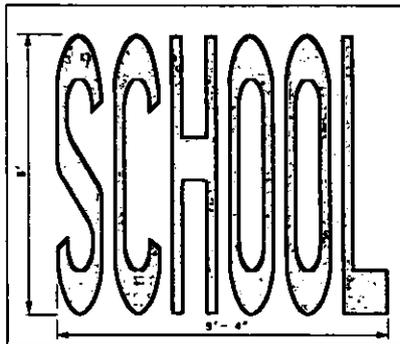


RAMP LAYOUT

• ARROWS SHOWN ON THIS SHEET  
INDICATE DIRECTION OF TRAFFIC ONLY.

(T) = THERMOPLASTIC

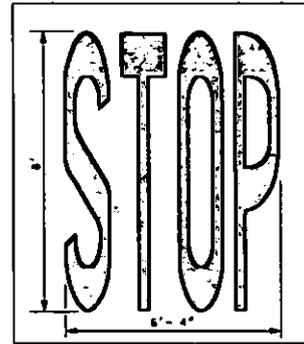
PAVEMENT MARKING STANDARD  
TURN LANE EXTENSION DETAIL  
& INTERSTATE OFF RAMP



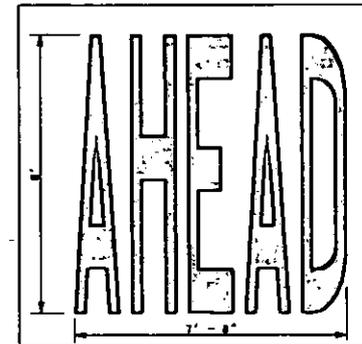
**SCHOOL**  
PAY QUANTITY - 34.7 FT<sup>2</sup>



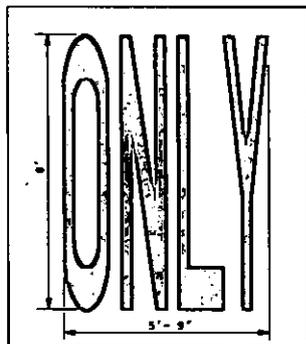
**X-ING**  
PAY QUANTITY - 20.8 FT<sup>2</sup>



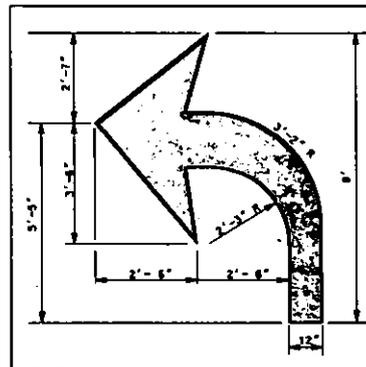
**STOP**  
PAY QUANTITY - 22.2 FT<sup>2</sup>



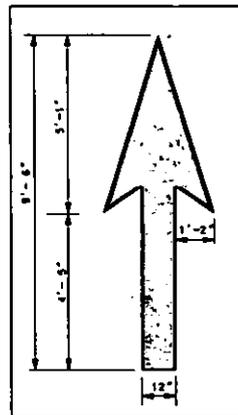
**AHEAD**  
PAY QUANTITY - 31.3 FT<sup>2</sup>



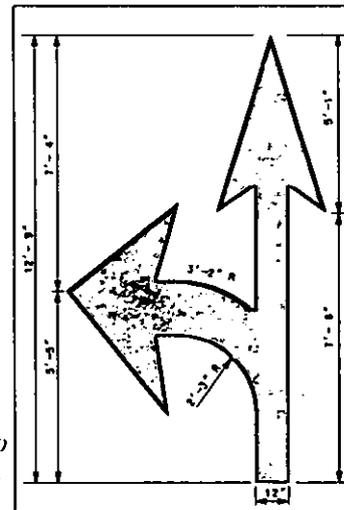
**ONLY**  
PAY QUANTITY - 22.3 FT<sup>2</sup>



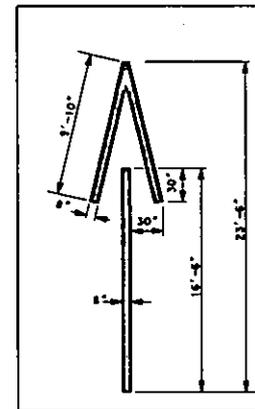
**TURN ARROW**  
(RIGHT TURN OPPOSITE IN KIND)  
PAY QUANTITY - 17.0 FT<sup>2</sup>



**THROUGH (STRAIGHT ARROW)**  
PAY QUANTITY - 12.5 FT<sup>2</sup>



**COMBINATION ARROW**  
PAY QUANTITY - 28.8 FT<sup>2</sup>



**WRONG-WAY ARROW**  
PAY QUANTITY - 24.1 FT<sup>2</sup>

**GENERAL NOTES**

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

STANDARD NO. PM-12

REVISION DATE  
07-11-2001  
02-26-2010

FORM FILE NAME  
PM-12

STANDARD PLANS

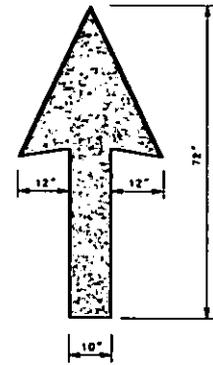
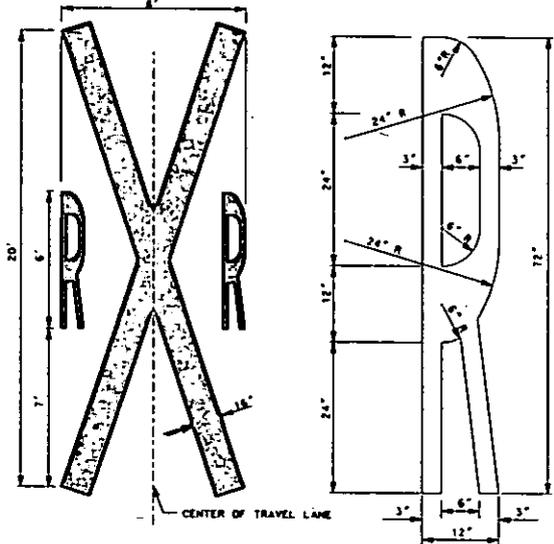


PAVEMENT MARKING STANDARD

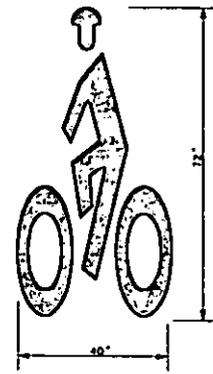
WORDS AND SYMBOLS

STANDARD NO. PM-12

PAY QUANTITIES FOR STANDARD (8 FT) LETTERS AND NUMERALS (SQUARE FEET)			
A	5.8	S	6.1
B	7.7	I	4.0
C	5.7	H	6.6
D	6.8	Y	5.0
E	6.7	W	7.0
F	5.0	X	4.3
G	6.7	Z	4.2
H	6.6	7	5.7
I	2.0	1	2.0
J	3.9	2	5.8
K	6.4	3	5.8
L	4.1	4	3.1
M	9.0	5	6.4
N	7.7	6	6.8
O	6.3	7	3.8
P	5.8	8	7.0
Q	6.7	9	6.8
R	6.8	0	6.3
		-	0.5

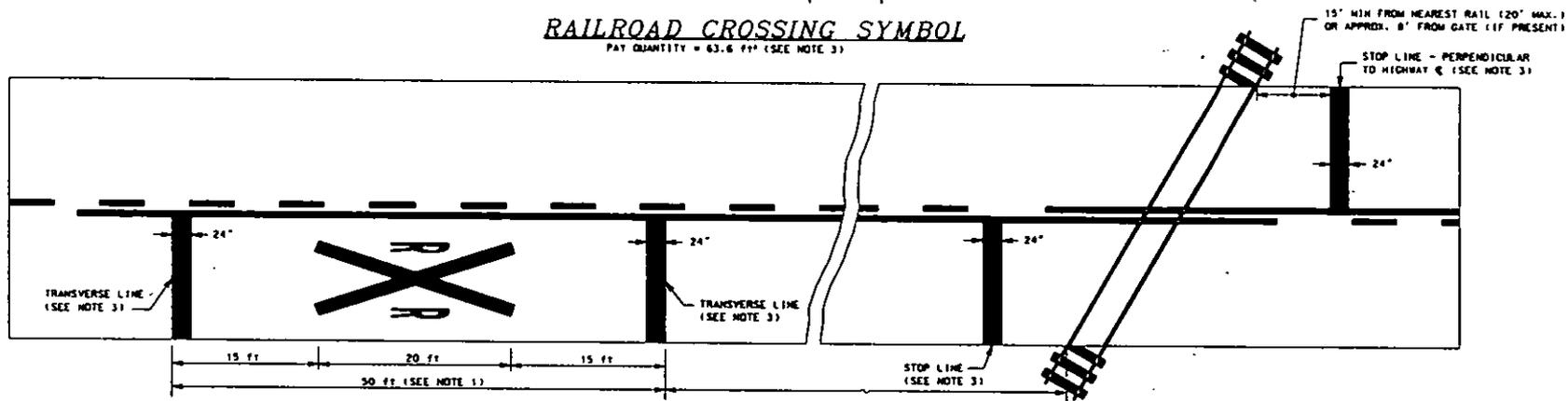


**BICYCLE LANE  
DIRECTIONAL  
ARROW**  
PAY QUANTITY = 6.0 FT<sup>2</sup>



**BICYCLE LANE  
SYMBOL**  
PAY QUANTITY = 8.1 FT<sup>2</sup>

**RAILROAD CROSSING SYMBOL**  
PAY QUANTITY = 63.6 FT<sup>2</sup> (SEE NOTE 3)



VARIES WITH APPROACH SPEED AND SIGHT DISTANCE, BUT NOT LESS THAN 50' (SEE MUTCD).

**PAVEMENT MARKINGS AT RAILROAD-HIGHWAY GRADE CROSSINGS**

1. A PORTION OF THE PAVEMENT MARKING RXX SYMBOL SHOULD BE DIRECTLY OPPOSITE THE ADVANCE WARNING SIGN (W10-1, NOT SHOWN).
2. ON MULTI-LANE ROADS THE TRANSVERSE LINES SHOULD EXTEND ACROSS ALL APPROACH LANES, AND INDIVIDUAL RXX SYMBOLS SHOULD BE USED IN EACH APPROACH LANE.
3. RXX SYMBOL WILL BE PAID FOR BY THE SQUARE FOOT. TRANSVERSE LINES AND STOP BARS (24" WIDE) WILL BE PAID FOR BY THE LINEAR FOOT.

PAVEMENT MARKING STANDARD  
WORDS AND SYMBOLS

**EXHIBIT B  
Pricing/Payment**

**NHDOT Bureau of Traffic  
42533 - Stenciled Pavement Markings Contract  
2019**

**Pricing/Offer**

Vendor hereby offers to perform the services required under this RFP to the State of New Hampshire at the following unit price(s):

Item	Work Item	Unit	Estimated Quantity	Unit Price	Price
618.61	Uniformed Officers with Vehicle	\$	22,200.00	\$1.00	\$22,200.00
618.7	Flaggers	Hr	1,100.00	\$1.00	\$1,100.00
619.1	Maintenance of Traffic	U	1.00	\$2,000.00	\$2,000.00
632.02	Retroreflective Paint Pavement Marking, Symbol or Word	SF	36,150.4	\$3.50	\$126,526.40
632.3104	Retroreflective Thermoplastic Pavement Line - 4 inch	LF	1,175	\$1.00	\$1,175.00
632.3124	Retroreflective Thermoplastic Pavement Line - 24 inch	LF	1,296	\$4.00	\$5,184.00
632.32	Retroreflective Thermoplastic Pavement Marking, Symbol or Word	SF	3,347.6	\$6.00	\$20,085.60
1008.1	Alterations and Additions as Needed - Unanticipated Work	\$	10,000.00	\$1.00	\$10,000.00
<b>Total Price (sum of 8 items above) - Cost Not-to-Exceed</b>					<b>\$188,271.00</b>

**Invoicing and Payments**

Invoices shall be delivered to:

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

Invoices shall be submitted once per calendar month within 1 week of the end of the invoice period on a statement format listing each work item, its percentage or measured quantity complete as of invoice date, and the associated value, along with total earned for the invoice period. Payment for Item 619.1 will be made based on the percentage of quantity for Items 632.02 and 632.32 (combined) completed in the

*KL*  
6/24/19

respective invoice period. The date of the monthly invoice periods will be agreed upon at the Pre-Construction Meeting

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

*[Handwritten Signature]*  
6/24/19

**EXHIBIT C  
Special Provisions**

**NHDOT Bureau of Traffic  
Stenciled Pavement Markings Contract  
2019**

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

Contractor's Initials \_\_\_\_\_  
Date \_\_\_\_\_

*KD*  
*6/24/19*

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 290326

Certificate Number: 0004485579



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 April A.D. 2019.

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

William M. Gardner  
Secretary of State



CERTIFICATE TO VOTE

HiWay Safety Systems, Inc.

At a meeting of the Board of Directors of Hi-Way Safety Systems, Inc. held on January 6, 2018, at which all the Directors were present or waived notice, it was voted that Kathy DeLong is authorized to execute contracts and bonds, in the name and on behalf of said company, and affix its corporate seal thereto; and such extension of any contract or obligation in this company's behalf by Kathy DeLong under the seal of this company shall be valid and binding upon HiWay Safety Systems, Inc.

A True Copy  
Attest:

  
\_\_\_\_\_  
Kenneth Horn

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

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

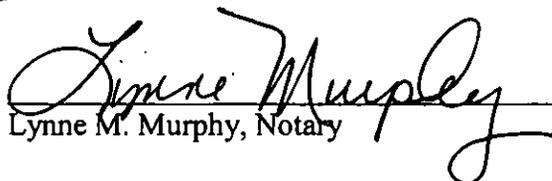
  
\_\_\_\_\_  
Kenneth Horn, Director

State of Massachusetts  
County of Plymouth

Sworn to and subscribed before me this 24<sup>th</sup> day of June, 2019  
My commission expires 4/6/23



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

  
\_\_\_\_\_  
Lynne M. Murphy, Notary



HI-WSAF-01

COMMERCIAL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2019

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

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

PRODUCER WM. F. Borhek Insurance Agency 311 Plymouth St Halifax, MA 02338	CONTACT NAME:	
	PHONE (A/C, No, Ext): (781) 293-6331	FAX (A/C, No): (781) 293-2171
INSURED Hi-Way Safety Systems, Inc. Highway Safety Solutions Inc. Attn: Kathy DeLong 9 Rockview Way Rockland, MA 02370	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Ins.Co.	NAIC # 25615
	INSURER B: Travelers Indemnity Company	25658
	INSURER C: Travelers Property Casualty Co	25674
	INSURER D: Riverport Insurance Company	36684
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG0001 10/01 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CO-5G489458	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Deductible \$ 1,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-5G203934	12/31/2018	12/31/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-9H992769	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NHARP301072	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Concord NH - 2019 Stenciled Pavement Markings Contract #: 42533  
 Certificate holder is Additional Insured as respects General Liability if required by written contract.

<b>CERTIFICATE HOLDER</b>  NH DOT Bureau of Traffic 18 Smokey Bear Blvd Concord, NH 03302	<b>CANCELLATION</b>  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 

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

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

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

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

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

**OWNER:**  
*(Name, legal status and address)*

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

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

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

### CONSTRUCTION CONTRACT

Date: 7/1/2019

Amount: One Hundred Eighty-eight Thousand Two Hundred Seventy-one And No/100 DOLLARS, (\$188,271.00)

Description:  
*(Name and location)* Concord NH - 2019 Stenciled Pavement Markings

### BOND

Date: 7/1/2019

*(Not earlier than Construction Contract Date)*

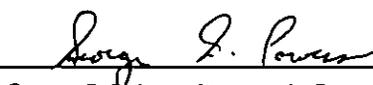
Amount: One Hundred Eighty-eight Thousand Two Hundred Seventy-one And No/100 DOLLARS, (\$188,271.00)

Modifications to this Bond:  None  See Section 16

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

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

Signature:   
Name and Title: Kathy DeLong, President

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

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

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
The Driscoll Agency  
141 Longwater Drive, Suite 203  
Norwell, MA 02061  
781.681.6656

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

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

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

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

**Mailing Address for Notices**

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

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

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

**OWNER:**  
*(Name, legal status and address)*

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

**CONSTRUCTION CONTRACT**

Date: 7/1/2019

Amount: One Hundred Eighty-eight Thousand Two Hundred Seventy-one And No/100 DOLLARS, (\$188,271.00)

Description:  
*(Name and location)* Concord NH - 2019 Stenciled Pavement Markings

**BOND**

Date: 7/1/2019

*(Not earlier than Construction Contract Date)*

Amount: One Hundred Eighty-eight Thousand Two Hundred Seventy-one And No/100 DOLLARS, (\$188,271.00)

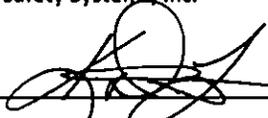
Modifications to this Bond:  None  See Section 18

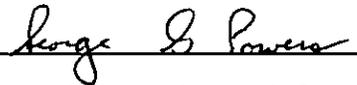
**CONTRACTOR AS PRINCIPAL**

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

**SURETY**

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

Signature:   
Name and Title: Kathy DeLong, President

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

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

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

The Driscoll Agency  
141 Longwater Drive, Suite 203  
Norwell, MA 02061  
781.681.6656

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 16 Definitions**

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

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

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

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

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

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

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

**§ 18** Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

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

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Dennis W. Driscoll; John C. Driscoll; George G. Powers; Martin L. Donovan; Claire A. Cavanaugh; Timothy P. Lyons; Tyler Martin; George N. Powers OF THE TOWN OF NORWELL, STATE OF MASSACHUSETTS, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

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

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

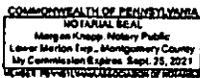
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



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

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Margaret Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15<sup>th</sup> day of July, 20 19



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

INSURER'S AFFIDAVIT AS TO WORKERS' COMPENSATION INSURANCE

I, Kathy DeLong, President, 9 Rockview Way, Rockland, MA 02370 [Name, Address] am:

- an authorized representative of \_\_\_\_\_ Insurance Company  
[Company Name]  
(a producer\* in the voluntary market)†
- an authorized agent of \_\_\_\_\_, Insurance Company (an agent  
[Company Name]  
in the voluntary market, authorized to sign on behalf of a producer)†
- an authorized signatory of the HiWay Safety Systems, Inc., the Prime Contractor  
[Company Name]  
(an insured of a producer in the involuntary market pool)‡
- an authorized signatory of \_\_\_\_\_, the Sub-Contractor (an insured of  
[Company Name]  
a producer in the involuntary market pool, group, or otherwise insured)‡

and do hereby aver that effective December 31, 2018 [Date], HiWay Safety Systems, Inc.

\_\_\_\_\_, the Prime or Sub-Contractor, is insured for Workers' Compensation insurance with American Zurich Insurance Co., 1299 Zurich Way, Schaumbury, IL 60196-2150 Insurance Company under Policy No[s]. UB-7H850286

pursuant to the attached Certificate of Insurance, and in accordance with Massachusetts General Laws, Chapter 152 and Subsection 7.05A of the Standard Specifications for Highways and Bridges of the Highway Division of the Massachusetts Department of Transportation.

Notary Stamp

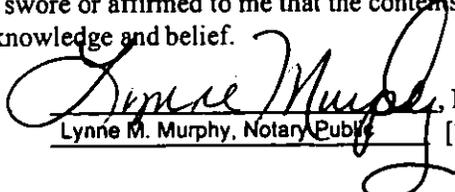
  
 \_\_\_\_\_  
 Signature  
 Kathy DeLong, President  
 \_\_\_\_\_  
 Title

COMMONWEALTH OF MASSACHUSETTS

On this 24<sup>th</sup> day of June, 2019, before me, the undersigned notary public, personally appeared Kathy DeLong, President [document signer], proved to me through satisfactory evidence of identification, which was/were Personally Known, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



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

  
 \_\_\_\_\_, Notary  
 Lynne M. Murphy, Notary Public [Printed Name]

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

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

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