



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



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CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

Bureau of Traffic  
July 9, 2013

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an Agreement with Vanasse Hangen Brustlin, Inc., Bedford, NH and Watertown, NY, Vendor #174584, for a total amount not to exceed \$264,839.00 to develop and implement optimized traffic signal timing plans for approximately 65 signalized intersections in the air quality non-attainment areas of the State, effective upon Governor and Council approval through December 31, 2015. 100% Federal Funds.

Funding is available as follows:

04-96-96-963515-3054	<u>FY 2014</u>
Consolidated Federal Aid	
046-500463 Eng Consultants Non-Benefit	\$264,839.00

**EXPLANATION**

The Department requires professional engineering consultant services to develop and implement optimized traffic signal timing plans for approximately 65 signalized intersections in the air quality non-attainment areas of the State. The scope of work will include: field review of intersections and existing timing, analysis of existing conditions, determination of optimized phasing and timing, implementation of optimized phasing and timing, analysis of optimized conditions and documentation.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant engineering services for the Statewide Traffic Signal Optimization 20226 project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on April 2, 2012, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on June 14, 2012 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on August 23, 2012 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on October 11, 2012 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of nine consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

**Consultant Firm**

**Office Location**

AECOM Technical Services, Inc.  
CLD Consulting Engineers, Inc.  
Delcan Corporation  
Fay, Spofford & Thorndike, LLC  
GM2 Associates, Inc.  
**Resource Systems Group, Inc.**  
**Sebago Technics, Inc.**  
Stantec Consulting Services Inc.  
**Vanasse Hangen Brustlin, Inc.**

Manchester, NH  
Manchester, NH  
Schaumburg, IL  
Bedford, NH  
Concord, NH  
**Concord, NH**  
**Westbrook, ME**  
Auburn, NH  
**Bedford, NH**

The firm of Vanasse Hangen Brustlin, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the required services for a total amount not to exceed \$264,839.00. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

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

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,



Christopher D. Clement, Sr.  
Commissioner

**PROJECT: Statewide Traffic Signal Optimization Services 20226**

**DESCRIPTION:** Develop and implement optimized traffic signal timing plans for approximately 65 signalized intersections in the air quality non-attainment area of the state. The scope of work will include: field review of intersections and existing timing, analysis of existing conditions, determination of optimized phasing and timing, implementation of optimized phasing and timing, analysis of optimized conditions and documentation. This work will require Professional Engineer licensure in the State of New Hampshire. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned work and past experience with similar type work. The agreement compensation format will be cost-plus-fixed-fee.

**Services Required: TRAF**

**SUMMARY**

Resource Systems Group, Inc.	2	2	2	2	2	2			12
Sebago Technics	3	3	3	3	3	3			18
Vanasse Hangen Brustlin, Inc.	1	1	1	1	1	1			6

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	WEIGHT	Scoring of Firms		
		Resource Systems Group, Inc.	Sebago Technics	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	20	18	20
Clarity of the Proposal	20%	18	16	18
Capacity to Perform in a Timely Manner	20%	18	16	19
Quality & Experience of Project Manager/Team	20%	20	16	20
Previous Performance	10%	10	8	10
Overall Suitability for the Assignment*	10%	8	6	10
<b>Total</b>	<b>100%</b>	<b>94</b>	<b>80</b>	<b>96</b>

\*Includes usage, quality, and experience of subconsultants proposed.

- Ranking of Firms:
1. VHB
  2. RSG
  3. ~~RSB~~ Sebago

Rating Considerations	WEIGHT	Scoring of Firms		
		Resource Systems Group, Inc.	Sebago Technics	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	17	18
Clarity of the Proposal	20%	18	18	18
Capacity to Perform in a Timely Manner	20%	18	17	19
Quality & Experience of Project Manager/Team	20%	18	17	19
Previous Performance	10%	9	7	9
Overall Suitability for the Assignment*	10%	8	8	9
<b>Total</b>	<b>100%</b>	<b>89</b>	<b>84</b>	<b>92</b>

\*Includes usage, quality, and experience of subconsultants proposed.

- Ranking of Firms:
1. Vanasse Hangen Brustlin, Inc.
  2. Resource Systems Group, Inc.
  3. Sebago Technics

**EVALUATION OF TECHNICAL PROPOSALS (continued)**

Rating Considerations	Scoring of Firms			
	W E I G H T	Resource Systems Group, Inc.	Sebago Technics	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	17	19
Clarity of the Proposal	20%	16	15	17
Capacity to Perform in a Timely Manner	20%	17	16	17
Quality & Experience of Project Manager/Team	20%	18	17	20
Previous Performance	10%	8	6	9
Overall Suitability for the Assignment*	10%	9	8	9
<b>Total</b>	<b>100%</b>	<b>86</b>	<b>81</b>	<b>91</b>

\*Includes usage, quality, and experience of subconsultants proposed.

- Ranking of Firms:
- VHB
  - RSG
  - Sebago

Rating Considerations	Scoring of Firms			
	W E I G H T	Resource Systems Group, Inc.	Sebago Technics	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	18	18	19
Clarity of the Proposal	20%	18	16	19
Capacity to Perform in a Timely Manner	20%	18	16	20
Quality & Experience of Project Manager/Team	20%	18	17	20
Previous Performance	10%	8	7	10
Overall Suitability for the Assignment*	10%	8	7	9
<b>Total</b>	<b>100%</b>	<b>88</b>	<b>81</b>	<b>97</b>

\*Includes usage, quality, and experience of subconsultants proposed.

- Ranking of Firms:
- VHB
  - RSG
  - Sebago

Rating Considerations	Scoring of Firms			
	W E I G H T	Resource Systems Group, Inc.	Sebago Technics	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	15	18
Clarity of the Proposal	20%	17	13	19
Capacity to Perform in a Timely Manner	20%	17	17	20
Quality & Experience of Project Manager/Team	20%	18	16	18
Previous Performance	10%	9	7	9
Overall Suitability for the Assignment*	10%	9	6	8
<b>Total</b>	<b>100%</b>	<b>91</b>	<b>74</b>	<b>92</b>

\*Includes usage, quality, and experience of subconsultants proposed.

- Ranking of Firms:
- VHB
  - RSG
  - Sebago

Rating Considerations	Scoring of Firms			
	W E I G H T	Resource Systems Group, Inc.	Sebago Technics	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	14	20
Clarity of the Proposal	20%	18	15	19
Capacity to Perform in a Timely Manner	20%	19	15	20
Quality & Experience of Project Manager/Team	20%	18	15	20
Previous Performance	10%	9	7	10
Overall Suitability for the Assignment*	10%	9	7	10
<b>Total</b>	<b>100%</b>	<b>92</b>	<b>83</b>	<b>99</b>

\*Includes usage, quality, and experience of subconsultants proposed.

- Ranking of Firms:
- VHB
  - RSG
  - SEBAGO

# ARCHITECT – ENGINEER QUALIFICATIONS



## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

1. FIRM (OR BRANCH OFFICE) NAME Vanasse Hangen Brustlin, Inc (VHB)/Bedford, NH			3. YEAR ESTABLISHED 1987	4. DUNS NUMBER 61-521-0440
2b. STREET 6 Bedford Farms Drive, Suite 607			5. OWNERSHIP	
2c. CITY Bedford	2d. STATE NH	2e. ZIP CODE 03110-6532	a. TYPE Corporation <span style="float: right; font-size: 1.5em;">1-24-13</span>	
6a. POINT OF CONTACT NAME AND TITLE Martin F. Kennedy, PE, Senior Principal, Regional Manager- Northern New England			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (603) 391-3902		6c. E-MAIL ADDRESS mkennedy@vhb.com		
7. NAME OF FIRM (If block 2a is a branch office) Vanasse Hangen Brustlin, Inc. (VHB)				
8a. FORMER FIRM NAME(S) (If any) Vanasse/Hangen Design, Inc., 1978 Vanasse/Hangen Associates, Inc. 1979 Vanasse/Hangen Engineering, Inc. 1986 Vanasse/Hangen, Inc. 1986 Vanasse Hangen Brustlin, Inc. 1989			8b. YR. ESTABLISHED 1979	8c. DUNS NUMBER 09-587-4384

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	129	4	B02	Bridges	6
08	CADD Technician	42	4	C15	Construction Management	5
12	Civil Engineer	155	10	E01	Ecol. & Archeological Investigations	5
13	Communications Engineer	3	1	E09	EIS, EIA, Env. Impact Statements	7
15	Construction Inspector	4	1	G01	Garages; Veh. Maint. Facil.; Parking	6
9	Ecologist	4	1	G04	GIS: Develop., Analysis, Data Collect.	5
4	Environmental Scientist	58	4	H07	Highways; Streets; Airfield; Parking	8
29	GIS Specialist	9	1	I04	Intelligent Transportation Systems	5
38	Land Surveyor	43	2	L02	Land Surveying	6
39	Landscape Architect	10	1	L03	Landscape Architecture	6
48	Project Manager	82	7	R03	Railroad; Rapid Transit	8
57	Structural Engineer	42	9	R06	Rehab. (Buildings; Structures, etc.)	5
60	Transportation Engineer	141	13	S09	Structural Design; Spec. Structures	5
				S10	Survey; Mapping; Flood Pl. Studies	5
	Other	143	0	S11	Sustainable Design	6
	<b>Total</b>	<b>865</b>	<b>58</b>	T03	Traffic & Transportation Engineering	7
				W02	Water Res.; Hydrology; Ground Water	4
				P06	Planning (Site, Install., Project)	6
					Other	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)	PROFESSIONAL SERVICES REVENUE INDEX NUMBER 1. Less than \$100,000 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million 6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater
a. Federal Work <span style="float: right;">7</span> b. Non-Federal Work <span style="float: right;">10</span> c. Total Work <span style="float: right;">10</span>	

**12. AUTHORIZED REPRESENTATIVE**  
The foregoing is a statement of facts.

a. SIGNATURE  E AND TITLE Martin F. Kennedy, PE, Senior Principal, Regional Manager- Northern New England	b. DATE December 11, 2012
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## **Christopher M. Bobay, PE, PTOE, IMSA II**

Project Manager

Mr. Bobay is a Project Manager and Transportation Engineer in VHB's office in Bedford, New Hampshire. His responsibilities include traffic signal system feasibility studies, signal warrant analysis, signal inspections, signal system design (including timing and implementation), traffic simulation studies, traffic signing, pavement marking layout, highway capacity analysis, traffic impact and access studies, public presentations, and technical report writing. Mr. Bobay is a specialist in using advanced Intelligent Transportation Systems and general traffic and transportation related hardware and software. His experience includes successful projects in New Hampshire, Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, Virginia, Florida, Indiana, and Alaska.

*20 years of professional experience*

### **CMAQ Centralized Citywide Traffic Signal System Design and Modernization, Nashua, NH**

Through Congestion Mitigation and Air Quality (CMAQ) funding and the NHDOT's Local Public Agency (LPA) Manual for the Development of Projects, Project Manager for the development of signal design plans to address vehicle and pedestrian operational and mobility deficiencies within the City of Nashua at up to 68 signalized intersections along 10 corridors. All signals are to be integrated into the existing city signal server with interconnect provided by fiber optic cable, DSL over existing copper and wireless technology.

### **CMAQ NH Route 33, Greenland and Portsmouth, NH**

Under contract with NHDOT, Project Manager for the design of a five-signal hard wired PEEK signal system at along NH Route 33 through Greenland and Portsmouth, NH. Used AUTOCAD to produce system design plans and SYNCHRO/SIMTRAFFIC to develop system timing and coordination. Additional responsibilities included feasibility report writing, public presentation, development of specifications, special provisions, and cost estimates. Fine-tuned initial timings in the field.

### **NHDOT City of Nashua Main Street Centralized Closed Loop Signal System Design, NH**

Transportation Systems Task Manager in the development of preliminary and final system design plans, specifications, special provisions, and cost estimates for the addition of 18 signalized intersections in the Nashua Central Business District (CBD) into the City's MIST Signal System. Used SYNCHRO, HCS, and TSPPD in developing system timing and coordination. Utilized MVRAP software for before and after system comparison of implemented signal timings. Fine-tuned timings in the field. Updated and implemented new signals timings in 2004.

### **NHDOT Signal Timing Upgrades and Implementation, Tilton, Derry and Hudson, NH**

Project Manager in the development, evaluation, implementation, and fine-tuning signal timing improvements for six existing intersections along the heavily traveled US3/NH11 corridor off of I-93 Exit 20 in Tilton, three existing signalized intersections along Route 28 in Derry, and six signalized intersections along NH3A in Hudson. Work efforts involved field inventories, development of existing conditions traffic volume networks, traffic operational analyses using SYNCHRO-based conventional and SIMTRAFFIC-based micro-simulation methods, results documentation, development of signal coordination plan sheets for use in the field and for as-builts, field implementation and fine-tuning with NHDOT staff, and before and after travel time runs using GPS receivers.





**Christopher M. Bobay, PE, PTOE, IMSA II (continued)**

**NHDOT NH Route 101A Centralized and Distributed Closed Loop Signal System Design, Nashua, Merrimack, Hollis, Milford, and Amherst, NH**

Senior Project Engineer in the development of preliminary and final system design plans, specifications, special provisions, and cost estimates for two centralized MIST subsystems and two distributed closed loop subsystems totaling 21 signal locations along 7 miles of NH Route 101A. Used AUTOCAD to produce system design plans and TEAPAC, SYNCHRO, TSPPD, and PASSER II-90 in developing system timing and coordination. Utilized MVRAP software for before and after system comparison of implemented signal timings. In 2003 and 2004, Mr. Bobay was the Project Manager responsible for updating and improving the NHDOT's two distributed closed loop signal systems in Amherst and Milford. The work effort included a joint programming and implementation program between VHB and NHDOT staff both in the field and at the NHDOT Bureau of Traffic. The project team used the State's LM System software, NEMA suitcase tester and TCT LMD8000/9200 controllers to test initial timings in-house before implementation. Signal timings and traffic control equipment was fine-tuned in the field.

**MaineDOT Signal Modernization Projects, Various Locations Statewide**

Under contract with MaineDOT, Project Manager in the development of signal plans for signal coordination and modernizations of over 100 traffic signals in eight municipalities (Augusta, Biddeford, Brunswick, Lewiston, Portland, Preseque Isle, Waterville, and Windham) throughout the State of Maine. Used SYNCHRO, HCS, and TRU-TRAFFIC in developing system timing and coordination and produced signal design construction documents.

**NH101A Capacity Preservation Program, Nashua-Milford, NH**

Assisted the Nashua Regional Planning Commission in managing the NH101A Capacity Preservation Program study, which extends 7.5 miles from the F.E. Everett Turnpike in Nashua to the NH101 interchange in Milford. In this capacity, he directed a multi-disciplined team in developing a corridor master plan to assist local officials in making smart transportation and land use decisions that affect the NH101A corridor. The corridor master plan addresses mobility and safety deficiencies, stormwater management, urban design and access management guidelines, and zoning and land use controls. A diverse community participation program endorsed an early action program of improvements. The NH101A master plan and community guidelines were completed in October 2002.

**EDUCATION**

- BS, Civil Engineering, Purdue University, 1992

**PROFESSIONAL REGISTRATIONS**

- Professional Engineer, Civil Engineering NH 1997
- Professional Engineer, Civil Engineering VT 2000
- Professional Engineer, Civil Engineering ME 2000
- Professional Engineer, Civil Engineering NH 1997
- Professional Traffic Operations Engineer, Traffic Operations
- International Municipal Signal Association (IMSA) Certified – Traffic Signal Level 21
- IMSA Certified – Traffic Signal Level 2
- IMSA Certified – Traffic Signal Inspector
- IMSA Certified – Signs & Markings Specialist, Level 2
- IMSA Certified – Level 1 – Roadway Lighting Level 1
- IMSA Certified – Work Zone



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

ISSUE DATE (MM/DD/YYYY)

07/23/2013

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

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

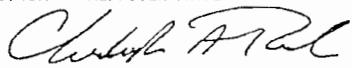
<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	Phone: 781-245-5400 Fax: 781-245-5463	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #:</b> VANAS-1
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Vanasse Hangen Brustlin, Inc.; VHB Engineering, Surveying & Landscape Arch., PC., Vanasse Hangen Brustlin, LLC, MSCW, Inc. & VHB, VHB Eng. NC, PC P. O. Box 9151 Watertown, MA 02471	<b>INSURER A:</b> Travelers Indemnity Co of CT      NAIC # 25682	
	<b>INSURER B:</b> Phoenix Insurance Company      25623	
	<b>INSURER C:</b> Travelers Indemnity Co America      25666	
	<b>INSURER D:</b> Travelers Indemnity Co.      25658	
	<b>INSURER E:</b> Safety Insurance Company      39454	
	<b>INSURER F:</b> Charter Oak Fire Ins. Co.      25615	

**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/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	680-2611L561-TCT-13	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Business Owners					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab		INSURANCE IS PRIMARY			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		INCL. BLANKET WAIVER			PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
E	AUTOMOBILE LIABILITY	X	1501873	06/13/2013	06/13/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> HIRED AUTOS		BA-2044L84A-13-GRP	05/01/2013	05/01/2014	\$
D	<input checked="" type="checkbox"/> NON-OWNED AUTOS		BA-2067L575-13-GRP	05/01/2013	05/01/2014	\$
B			BA-2043L055-13-GRP	05/01/2013	05/01/2014	\$
						\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	UP0D314787	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE					\$
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	XVMPAUB-5825Y49-6-13	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS      OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof. Office Packa		680-2611L561-TCT-13	05/01/2013	05/01/2014	Valuable Records 2,250,000
			INSURANCE IS PRIMARY			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Statewide Traffic Signal Optimization X-A002(048) 20226. Interest of the Interest of the NHDOT is included as additional insured under the above indicated policies only subject to all policy terms and conditions. Insurance is primary and non-contributory. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	<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 

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

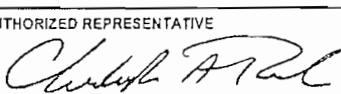
<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>Phone: 781-245-5400</b> <b>Fax: 781-245-5463</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: <b>VANAS-1</b>	FAX (A/C, No):
	<b>INSURED</b> Vanasse Hangen Brustlin, Inc. P. O. Box 9151 Watertown, MA 02471		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>XL Specialty Insurance Co.</b> NAIC # <b>37885</b> INSURER B: INSURER C: INSURER D: 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ARCH./ENG. E&O		DPR9711037	07/19/2013	07/19/2014	AGGREGATE 2,000,000 Deduct 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.  
 Re: Statewide Traffic Signal Optimization X-A002 (048) 20226. 30 day notice of cancellation except 10 day notice of cancellation for non-payment.

<b>CERTIFICATE HOLDER</b>  NHDOT-1  New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	<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 
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6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

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AGREEMENT  
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 19 day of July in the year 2013 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Vanasse Hangen Brustlin, Inc., with principal place of business at 101 Walnut Street, in the City of Watertown, Commonwealth of Massachusetts, and New Hampshire local office at 6 Bedford Farms Drive, Suite 607 in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to develop and implement optimized traffic signal timing plans for approximately 65 signalized intersections in the air quality non-attainment areas of the State. These services are outlined in the CONSULTANT'S Technical Proposal dated September 20, 2012 and Revised Scope and Fee Proposal dated January 21, 2013, which are hereby adopted by reference and considered to be part of this AGREEMENT.

This AGREEMENT becomes effective upon approval by the Governor and Council.

## ARTICLE I

### **ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

#### **A. LOCATION AND DESCRIPTION OF PROJECT**

65 signalized intersections in the air quality non-attainment areas in New Hampshire.

#### **B. SCOPE OF WORK**

##### Task 1: Project Management

The CONSULTANT shall provide project management responsibilities for overseeing the work under this contract to include schedule of work, progress reporting, contract administration, and coordination through the DEPARTMENT

##### Task 2: Selection of Signalized Intersections for Review

The DEPARTMENT's Bureau of Traffic will provide a list of 65 intersections in the air quality non-attainment areas in the state.

##### Task 3: Review of Existing Signal Plans, Timings and Signal Permits

The DEPARTMENT will provide the CONSULTANT a copy of the existing signal plans, phase timings and signal permits for their review of the 65 selected intersections. The DEPARTMENT will provide the CONSULTANT with crash data from each of the intersections in the form of Excel spreadsheets for use in determining signal operations improvements. The CONSULTANT shall review the crash data for the purpose of identifying any trends or possible causes.

The DEPARTMENT and the CONSULTANT will discuss the goals for the optimization of the intersection or coordinated system.

##### Task 4: Field Inventory

The CONSULTANT shall field-verify the signal timing/phasing plan shown on the signal permit, note any differences from actual observations and collect the following data:

- Photo of Signal Cabinet
- Signal controller and conflict monitor model
- Existing detector loop locations and confirmation of proper loop functioning; similar for other detection methods, where applicable
- Signal Timing and Signal Phasing
- Coordination present, and if utilized
- Pedestrian Signal Heads and Push Buttons, where applicable

## ARTICLE I

- Generator Transfer Switch, where applicable
- Checklist for intersection MUTCD compliance
- Checklist for intersection compliance with the ADA.
- Other information as applicable

The CONSULTANT shall report to the DEPARTMENT any hardware or software recommendations which will require upgrade prior to implementation of new signal timings. Inventories shall be summarized by the CONSULTANT using an electronic format (i.e. Excel or Access) compatible for the DEPARTMENT to enter into the existing Access database.

The DEPARTMENT will prepare contract documents for any replacement cabinet hardware.

### Task 5: Field Review Locations During Peak Hours and/or Saturday Peak

The CONSULTANT, through its subconsultant, shall conduct mainline one-week, directional automatic traffic recorder (ATR) counts (one ATR per subsystem assumed) and intersection turning movement counts (TMC's) at project intersections, as necessary. TMC's will be over two hours for the AM and PM peaks and three hours during the Saturday midday. The DEPARTMENT will provide available TMC's available at the beginning of the project.

The DEPARTMENT will provide applicable average month and annual growth rate adjustment factors for each location.

The CONSULTANT shall observe traffic operations at the subject intersections and conduct travel time runs using GPS receivers.

Among operations observations will be: queues and cycle failures, any special circumstances which should be accounted for in signal optimization, including pedestrian activity, queues which block access to turn lanes (storage blocking), queues which spill back into the upstream intersection, uneven lane utilization, right turns on red, potential signal operations improvements based on crash type incidence and frequency. Any discrepancies between timing programs depicted on the signal permit and installed in the field will be noted in the documentation.

### Task 6: Existing Conditions

The DEPARTMENT will develop emission estimates under existing conditions using the signal phase timings from the signal controller.

### Task 7: Signal Optimization

The CONSULTANT shall adjust and where applicable, balance raw traffic data, to represent 2013 average month conditions.

## ARTICLE I

The CONSULTANT shall develop optimized phasing and signal phase timing plan based on traffic counts. Recommendations should also include time of day or day of week plans and coordination, if appropriate. The CONSULTANT shall submit Synchro 8.0 files for DEPARTMENT review.

### Task 8: Implementation

The CONSULTANT shall provide training to DEPARTMENT traffic signal field staff on signal timing concepts and signal optimization methods to enable the DEPARTMENT field staff to maintain the long-term benefits of the signal optimization.

The DEPARTMENT and the CONSULTANT, as a joint effort, will implement the new signal timing plan at each location.

The CONSULTANT shall make a follow-up field visit to observe signal operation of implemented timings, conduct post-implementation travel time runs using GPS receivers and make adjustments as necessary. DEPARTMENT and the CONSULTANT will discuss consideration of municipality and public input received by DEPARTMENT staff on the adjusted signal timing.

The CONSULTANT shall assist DEPARTMENT with a method to differentiate and address 'trouble calls' based on the newly optimized signals versus actual signal trouble calls.

### Task 9: Build Condition Analysis

The DEPARTMENT will develop emissions estimates based upon the final signal timings.

### Task 10: Final Documentation and Records

The CONSULTANT shall provide bound and electronic documentation which will include:

- A spreadsheet comparing estimated emissions with existing signal timings versus final signal timings
- The newly developed signal phase timings shown in red on the provided signal phasing timing sheets.
- Any changes to the signal permit and/or signal plan shown in red.
- Any hardware changes should be reflected on the signal plan and/or the permit as necessary.
- A completed field inventory form with differences from the existing data highlighted.
- Turning movement counts
- Recommendations to improve the intersection, including items to meet MUTCD and ADA compliance and low cost safety improvements.

## **C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the following data to the CONSULTANT:

- List of 65 signalized intersections in the air quality non-attainment areas of the state.
- Existing signal plans.

## ARTICLE I

- Locations that are part of a coordinated system – time based or common clock controlled.
- Average month seasonal adjustment factors and average annual growth rate.

### **D. WORK SCHEDULE AND PROGRESS REPORTS**

The CONSULTANT shall begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The CONSULTANT shall complete these services without delay unless unable to do so for causes not under the CONSULTANT'S control.

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT in order to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. The reporting system shall address costs and staff hours broken out by category of work tasks as outlined in the CONSULTANT'S fee proposal. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10<sup>th</sup> day of each month.

### **E. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS**

All work submitted by the CONSULTANT to the DEPARTMENT shall be in English units.

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. If required, any and all CAD/D-related work completed during the course of this contract shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT.

### **F. DELIVERABLES**

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

**Electronic Transfer of Data:** The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

**Computer Aided Design/Drafting (CAD/D) files:** All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible

## ARTICLE I

with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at [www.nh.gov/dot/cadd/](http://www.nh.gov/dot/cadd/).)

**Word Processing, Spreadsheet, and Database Files:** For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

- Word Processing: Microsoft Word 2010 or NHDOT compatible version
- Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
- Databases: Microsoft Access 2003 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

**Computer File Exchange Media:** Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

**Copies:** The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (\*.DGN), Microsoft Word (\*.DOC), Microsoft Excel (\*.XLS), etc.) and an electronic version in Adobe Acrobat (\*.PDF) file format.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

### **G. DATE OF COMPLETION**

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional services rendered under this AGREEMENT is December 31, 2015.

## ARTICLE II

### ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

#### A. GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT (except as otherwise herein provided) an amount equal to the sum of the following costs:

1. Actual salaries\* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.  
  
\*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$50.00 per hour, unless a waiver to the salary cap has been specifically approved for specialty services.
2. Costs that are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight-time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II, Section B for profit and non-reimbursed costs. The fixed fee shall be a negotiated amount based on the estimated risk to be borne by the CONSULTANT (maximum 10.00% of total labor + total overhead).
4. Reimbursement for direct expenses, including work performed by other parties, such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4,

## ARTICLE II

specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in the following paragraph and in Article II, Section C.1. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

The total amount to be paid under this AGREEMENT shall not exceed **\$264,839.00**, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and man-hour estimates of January 21, 2013), except by agreement of all parties made after supplemental negotiations, and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion by more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work outlined in this AGREEMENT, as determined by the DEPARTMENT.

All salaries and increases thereof paid to technical or other employees assigned to this project shall be the result of a company-wide evaluation of all employees and shall not be restricted to employees assigned to this project.

If, in the opinion of the DEPARTMENT, any salary or increase thereof of engineering or technical personnel assigned to this project is unreasonable, it shall notify the CONSULTANT of its opinion with regard thereto and request the CONSULTANT to justify said salary or increase thereof. In the event that the CONSULTANT furnishes justification satisfactory to the DEPARTMENT for said salary or increase thereof, then such salary or increase thereof shall be approved as a payroll expense.

The DEPARTMENT shall have the right to exercise the power of review and approval of salary increases thereof, for a period of thirty (30) days after the submission of a monthly invoice by the CONSULTANT. Unless the DEPARTMENT notifies the CONSULTANT in writing during the thirty-day period that such salary increase thereof is, in its opinion, unreasonable, such lack of notice shall constitute approval of said salary increase thereof from the first day of the preceding month.

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect cost.

## ARTICLE II

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the contract period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

### **B. SUMMARY OF FEES**

The STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation the following:

- a. Actual CONSULTANT'S salaries\*, costs applicable to actual salaries, salary burden (direct and indirect), and administrative costs attributable to overhead, the sum of which is estimated at \$213,514.55. For billing purposes, salary burden and overhead costs are currently estimated at 156.77 % of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$21,351.45.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$ 7,633.00.
- d. Reimbursement for actual cost\* of subconsultants estimated as follows:
  - Accurate Counts (Traffic Data Collection) \$22,340.00

The actual amount payable under each category (a), (c) and (d) is only estimated and shall be changed only upon mutual agreement of the DEPARTMENT and CONSULTANT and documented by a formal amendment to the AGREEMENT.

\*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$50.00 per hour, unless a waiver to the salary cap has been specifically approved for specialty services.

### **C. LIMITATION OF COSTS**

1. Costs incurred against this AGREEMENT shall not exceed \$264,839.00 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II, Section A and the CONSULTANT agrees to use its best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.

## ARTICLE II

4. Change orders issued under this Contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

### **D. PAYMENTS**

Payments on account of services rendered under this AGREEMENT shall be made as follows:

1. Monthly payments on account may be made upon written request by the CONSULTANT. Detailed vouchers shall include certification of man-hours of effort by employee classification and actual salaries and other costs incurred accompanied by satisfactory evidence of work performed during the period. Actual salaries paid and percentage factor shown in Article II, Section B, part (a) as well as for all approved subconsultants, including those listed in part (d) of Section B, shall be used until such time as true costs of salary burden and overhead are fixed by audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by audit for the period in which the work was performed, as approved by the DEPARTMENT. The fixed fee shall be invoiced during the billing period based upon the overall percent complete of the project's scope of work as approved by the DEPARTMENT.
2. The CONSULTANT shall submit a final voucher upon completion of services required by this AGREEMENT, which includes any unbilled portion of the allowable costs or fixed fee and adjustments, if necessary, for audited actual costs and deliver all required plans, documents and records.

**ARTICLE III**

**ARTICLE III - GENERAL PROVISIONS**

**A. HEARINGS, ETC.**

(Not applicable to this AGREEMENT.)

**B. CONTRACT PROPOSALS**

(Not applicable to this AGREEMENT.)

## ARTICLE IV

### **ARTICLE IV - STANDARD PROVISIONS**

#### **A. STANDARD SPECIFICATIONS**

The CONSULTANT agrees to follow the provisions of the Manual on Uniform Traffic Control Devices (MUTCD) of the Federal Highway Administration (FHWA), Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

#### **B. REVIEW BY STATE AND FHWA – CONFERENCES - INSPECTIONS**

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 6 Bedford Farms Drive, Suite 607, Bedford, NH.

It is further mutually agreed that any party, including the duly authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

#### **C. EXTENT OF CONTRACT**

##### **1. Contingent Nature of AGREEMENT**

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

##### **2. Termination**

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to

## ARTICLE IV

this AGREEMENT, such compensation to be fixed, insofar as possible based upon the work performed prior to termination. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employees and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc. are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

### **D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefore except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents; or,
2. When applicable, if, during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work); or,

## ARTICLE IV

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions or to perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction;

the CONSULTANT shall be entitled to compensation therefore in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

### **E. ADDITIONAL SERVICES**

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

### **F. OWNERSHIP OF PLANS**

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams and calculations, reports or other documents collected, prepared or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document which shall have been collected, prepared or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

### **G. SUBLETTING**

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

## ARTICLE IV

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant." For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

### **H. GENERAL COMPLIANCE WITH LAWS, ETC.**

The CONSULTANT shall comply with all Federal, STATE and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

### **I. BROKERAGE**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### **J. CONTRACTUAL RELATIONS**

#### **1. Independent Contractor**

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

#### **2. Claims and Indemnification**

##### **a. Non-Professional Liability Indemnification**

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly

## ARTICLE IV

resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

c. These covenants shall survive the termination of the AGREEMENT. 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 by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible)

## ARTICLE IV

and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

### 4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

### 5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

## **K. AGREEMENT MODIFICATION**

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

## **L. EXTENSION OF COMPLETION DATE(S)**

If, during the course of the work, the CONSULTANT anticipates that it cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

## **M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap,

#### ARTICLE IV

sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
  - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the

## ARTICLE IV

CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

(7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

(8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

### **N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS**

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement

## ARTICLE IV

and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

### **O. DOCUMENTATION**

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

### **P. CLEAN AIR AND WATER ACTS**

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

Attachment 1

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT X, proposed subconsultant \_\_\_\_\_, hereby certifies that it has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has X, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

VANESSE HANSEN TRUSTAD, INC  
(Company)

By: Francis S. O'Callaghan  
EXEC VP  
(Title)

Date: 7/19/13

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

**CONSULTANT DISCLOSURE STATEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

7/10/13  
(Date)

Francis S. O'Connell  
(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the ELECTIVE VICE PRESIDENT and duly-authorized representative of the firm of VENUSSE HANSEN BOSTON, INC. and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

7/19/13  
(Date)

Francis S. P. Gallagher  
(Signature)

**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

William J. Cass, P.E.  
Director of Project Development  
NH:DOT

I hereby certify that I am the \_\_\_\_\_ of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

7/25/13  
(Date)

  
(Signature)

**CERTIFICATION FOR FEDERAL-AID CONTRACTS  
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 9

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

**Consultant**

WITNESS TO THE CONSULTANT

By: *Steve Sunwall*  
\_\_\_\_\_

Dated: 7/19/13

CONSULTANT

By: *Francis D'O'Connell*  
Exec VP  
(TITLE)

Dated: 7/19/13

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Michelle Glover*  
\_\_\_\_\_

Dated: 7/25/13

THE STATE OF NEW HAMPSHIRE

By: *William J. Cass*  
William J. Cass, P.E.  
Director of Project Development  
~~DOT~~ COMMISSIONER

Dated: 7/25/13

**Attorney General**

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 7/31/13

By: *John J. Conforti*  
Assistant Attorney General  
John J. Conforti

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this AGREEMENT.

Dated: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Secretary of State

**VANASSE HANGEN BRUSTLIN, INC.**

**Certificate of Vote**

**Statewide Traffic Signal Optimization  
X-A002(048)  
20226**

I, Robert Brustlin, hereby certify that I am the duly elected President of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 31, 2013, at which a quorum of the Board was present and voting.

**VOTED:**

*That Francis O'Callaghan is the duly elected Executive Vice President of Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute contracts, bonds, and proposals in the name and behalf of said company and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.*

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Francis O'Callaghan is the duly elected Executive Vice President of this Corporation

ATTEST:

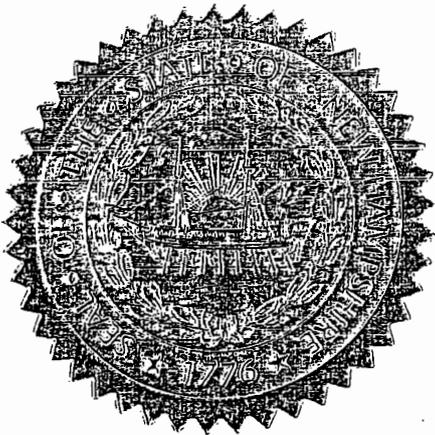
Date: 7-19-13

Robert Brustlin

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 VANASSE HANGEN BRUSTLIN, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on December 11, 1986. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19<sup>th</sup> day of July, A.D. 2013

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)  
07/23/2013

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

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

<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole		Phone: 781-245-5400 Fax: 781-245-5463	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: VANAS-1	FAX (A/C, No):
<b>INSURED</b> Vanasse Hangen Brustlin, Inc.; VHB Engineering, Surveying & Landscape Arch., PC., Vanasse Hangen Brustlin, LLC; MSCW, Inc. & VHB, VHB Eng. NC, PC P. O. Box 9151 Watertown, MA 02471	<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
	INSURER A: Travelers Indemnity Co of CT			25682
	INSURER B: Phoenix Insurance Company			25623
	INSURER C: Travelers Indemnity Co America			25666
	INSURER D: Travelers Indemnity Co.			25658
	INSURER E: Safety Insurance Company			39454
INSURER F: Charter Oak Fire Ins. Co.			25615	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		680-2611L561-TCT-13	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Business Owners						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
E	AUTOMOBILE LIABILITY	X		1501873	06/13/2013	06/13/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		UP0D314787	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE						\$
<input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	XVMPAUB-5825Y49-6-13 MA,CT,RI,NH,NY,FL,VT,NC	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof. Office Packa			680-2611L561-TCT-13 INSURANCE IS PRIMARY	05/01/2013	05/01/2014	Valuable Records \$ 2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Statewide Traffic Signal Optimization X-A002(048) 20226. Interest of the NHDOT is included as additional insured under the above indicated policies only subject to all policy terms and conditions. Insurance is primary and non-contributory. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
NHDOT-1  New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)

07/23/2013

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

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

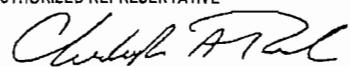
<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	Phone: 781-245-5400 Fax: 781-245-5463	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #:</b> VANAS-1	<b>FAX (A/C, No):</b> _____
	<b>INSURED</b> Vanasse Hangen Brustlin, Inc. P. O. Box 9151 Watertown, MA 02471		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> XL Specialty Insurance Co. <b>NAIC #</b> 37885 <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ARCH./ENG. E&O			DPR9711037	07/19/2013	07/19/2014	<b>AGGREGATE</b> 2,000,000 <b>Deduct</b> 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.  
 Re: Statewide Traffic Signal Optimization X-A002(048) 20226. 30 day notice of cancellation except 10 day notice of cancellation for non-payment.

<b>CERTIFICATE HOLDER</b>  NHDOT-1  New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	<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 
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