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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of TSMO
October 8, 2021

REQUESTED ACTION

Authorize the Department of Transportation to enter into contract with Green Mountain Communications, Inc. (Vendor #157828), Pembroke, NH, in the amount of $480,940.00 for the purpose of providing Statewide Intelligent Transportation System (ITS) repairs, from the date of Governor and Council approval through June 30, 2023. By mutual agreement and future Governor and Council approval, there is an option for a two-year extension, at the current bid rates, and would be subject to continued appropriation of funds. 50% Highway Funds, 47% Other Funds (Intra-Agency Transfers), 3% Federal Funds

Funds to support this request are available in the following account in State FY 2022 and FY 2023 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	FY 2022	FY 2023
04-96-96-960515-3052 Trans Sys Mgmt & Operations 024-500225 Contract Repairs; Machine-Equip	$232,470.00	$232,470.00
04-96-96-964010-2050 State Bus Services & Facilities 024-500225 Contract Repairs; Machines-Equip	$8,000.00	$8,000.00

EXPLANATION

The Department of Transportation operates a Statewide ITS program used to gather and disseminate information about road and weather conditions to the public and other State agencies. This statewide ITS system is operated and managed from the Bureau of Transportation Systems Management and Operations (TSMO), Transportation Management Center located within the Incident Planning and Operations Center (IPOC) in Concord.

A variety of ITS field devices ranging from closed circuit television (CCTV), roadway weather information system (RWIS) stations, motor vehicle detection systems (MVDS), dynamic message signs (DMS), and variable speed limit signs (VSL), underground fiber optics, as well as the microwave radio system used to communicate with the field devices is used to gather and disseminate information about current travel conditions.

All the field devices have been in continuous duty service for varying amounts of time and were originally placed into service through various road construction projects. All devices are originally covered by limited time maintenance and warranty agreements for repair services, but those service agreements expire after a period of

time. This contract is established to provide repairs to all non-warranty devices, and associated communications systems as needed, at contract prices bid.

A bid invitation was advertised in the Manchester Union Leader on September 13, 2021. Green Mountain Communications Inc., of Pembroke, NH and Tilson Technology Management, Inc. of Portland, ME responded to the request for bids. The successful bid was received from Green Mountain Communications Inc. Attached is a copy of the bid tabulation. The Department is satisfied that the bid prices are reasonable and that Green Mountain Communications Inc. is capable of performing the required work.

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

Your approval of this contract is respectfully requested.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

ITS REPAIR CONTRACT 2021

Exhibit-C				
		A - Bidder	B - Bidder	
		Green Mountain	Tilson	Estimated Costs
		Subtotal Yearly	Subtotal Yearly	Subtotal Yearly
Subtotal from Section-1 Page 1 of 6	ITS Sub-System Unscheduled Maintenance	$ 75,300.00	$ 86,595.00	$ 75,300.00
Subtotal from Section-2 Page 2 of 6	ITS System Unscheduled Maintenance Repairs	$ 33,600.00	$ 38,065.00	$ 33,695.00
Subtotal from Section-3 Page 3 of 6	Tower / Pole Mounted Microwave Antenna Repair	$ 9,600.00	$ 11,040.00	$ 9,840.00
Subtotal from Section-4 Page 4 of 6	Associated Maintenance Repair Cost	$ 90,000.00	$ 97,900.00	$ 85,100.00
Subtotal from Section-5 Page 5 of 6	Scheduled Preventative Maintenance Inspections	$ 22,050.00	$ 22,750.00	$ 22,950.00
Subtotal from Section-6 Page 6 of 6	ITS Device Site - Work	$ 9,920.00	$ 13,800.00	$ 7,940.00
	Annual Contract Amounts	**$ 240,470.00**	**$ 270,150.00**	**$ 234,825.00**
	Total Contract Amounts	**$ 480,940.00**	**$ 540,300.00**	**$ 469,650.00**

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address NHDOT, 7 Hazen Drive, PO Box 483 Concord, NH 03302-0483	
1.3 Contractor Name Green Mountain Communications Inc.		1.4 Contractor Address 702 Riverwood Drive, Pembroke, NH, 03275	
1.5 Contractor Phone Number 603-717-7117	1.6 Account Number Multiple Accounts, See Attached	1.7 Completion Date June 30, 2023	1.8 Price Limitation $ 480,940.00
1.9 Contracting Officer for State Agency David Rodrigue, PE, Director of Operations		1.10 State Agency Telephone Number 603-271-6862	
1.11 Contractor Signature Date: 10/12/21		1.12 Name and Title of Contractor Signatory Victor Drouin, President	
1.13 State Agency Signature Date: 10/20/21		1.14 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Emily C. Young		On: 11/9/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials VD
Date 10/12/21

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

3. **EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. **CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement the liquidated amounts required or permitted by N.H. RSA 80 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials _____
Date 10/12/21

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials VS

Date 12/12/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials

Date 10/12/01

EXHIBIT-A, Special Provision

Section-14. Insurance and Bond

To include comprehensive automobile liability insurance covering all motor vehicles including owned, hired, borrowed and non-owned vehicles, in amounts not less than $1,000,000.00 combined single limit for bodily injury and property damage. (amend 14.1.1).

Federal Clauses

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e; and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45

C.F.R., part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.
§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

5. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre- approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,. including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

a) Definitions. As used in this clause—
1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from

the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance,
(2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default.

The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience

EXHIBIT -B

Section-1, Scope of Services

The New Hampshire Department of Transportation (NHDOT) owns, operates and maintains an extensive infrastructure of Intelligent Transportation System (ITS) and a private communications network needed to collect traffic and weather data and remotely control ITS devices.

The system devices or subsystems are deployed statewide and include Closed Circuit Television Cameras (CCTV), Dynamic Message Signs (DMS), both trailer-mounted and fixed-location types, variable Speed Limit Signs (VSL), Roadway Weather Information Systems (RWIS), and Motor Vehicle Detection Systems (MVDS). The communications network consists of private long-haul microwave radio, private short-haul microwave radio, private fiber optic cable, leased fiber, and leased cellular data service.

NHDOT, Division of Operations, Bureau of Transportation Systems Management and Operations (TSMO) retains a qualified Contractor to assist in the maintenance, repair, and installation, of subcomponents, structural components, communications equipment, and communication network equipment under this contract. There is also need for service assistance with ITS (device) site development, construction, system change management, and life cycle replacement.

The Contractor shall provide all resources such as, but not limited to, qualified and trained support staff, proper equipment, tools, transportation, safety equipment, and sub contracted services for all aspects of this contract's scope of services and shall be required to meet the needs of the NHDOT ITS operations and the requirements and the Contract. The administrative costs associated with providing and meeting the needs of the contracted services shall be at the contractor's expense; those needs include, but are not limited to, information requests, scheduled meetings, estimates quotes, work requests, resolution reports, and invoicing.

The Contractor shall be assigned work through electronic service requests issued by a TSMO representative and automated message delivery via email. Or by alternate means such as telephone phone when necessitated by circumstances. The Contractor shall be responsible for all aspects of service request, including but not limited to; distribution of requested service information to contractor staff, coordinating with the Department bureaus, scheduling of contracted staff, scheduling of equipment, traffic control, permits, and notification to affected entities, repair, documentation and follow-up. The Contractor is required to provide a written resolution report per Service Request within 24-hours of completion. Resolution report(s) shall include what actions were undertaken to affect repairs, listing contracted services provided, including but not limited to; travel, contractor staff involved in the repair, troubleshooting, removal and replacement, reconfiguration, adjustment and or alignment. Contractor shall be responsible for accurate and timely invoicing. Invoicing shall be presented to the Department in accordance with Exhibit-C.

NOTE: The term ***failed*** shall be used to identify devices, subassemblies, and components that no longer function for their intended purpose or operate per original manufacture's specification

All failures shall be addressed / remedied within the following schedule:

- Subsystem Failures – defined as a failure within an individual device or field subsystem (such as the loss of use of a CCTV, MVDS or DMS)
  - On-site response during the morning of the next workday (Monday-Friday excluding holidays).
  - Twenty-four (24) hours or next workday restoration of repair from original arrival on-site.
  - In excess of 24 – hours, and in the absence of restoration, a failure report and work plan shall be submitted identify all needed resources time needed to affect repair
- System Failures – defined as those failures that affect the DOT's ability to view/control multiple ITS subsystems (such as a failure of the wireless communications backhaul or a backhaul hub).
  - Four (4) hour on-site response.
  - Twenty-four (24) hour repair from arrival on-site
  - Forty-eight (48) hour failure report (identifying failure/response) submission

Note: The term ***obsolete*** shall be used to identify devices, subassemblies, and components still in operation or are in deployment status that no longer function or interoperate within the ITS System as desired, or have become non-compatible with newer ITS elements mechanically or electrically. Devices, subassemblies, and components that have been deemed by original equipment manufacturers as obsolete and no longer supported or are nearing or have exceeded their service life expectancy are also considered obsolete.

Obsolesces – shall be handled through contractor-planned work that may be localized or statewide.

- When requested, Contractor shall provide to the Department work plans and schedules that demonstrate the least disruption to on-going operations and traveling public.
- Work plans shall be provided in writing within three (3) business days or a mutually agreed time.
- For non-localized statewide work, a phased schedule may be required and shall be mutually agreeable and have an identified completion date.
- The example work plan, Exhibit-B, Page 36 of 42 shall be used to convey information about complex or lengthy repairs.

A current list ITS devices and locations is located in **Table-1 of Exhibit-B.** Table-1 is sorted by city / town. These types, quantities, and locations may change during the contract period. NHDOT is seeking services for all ITS items at the locations in the table. Services shall be limited to those activities and tasks not otherwise covered an existing warranty(s). The Department shall provide comprehensive information about ITS devices and communications to the successful bidder / approved contractor upon request.

A current list ITS cabinets (ICAB), fiber optic cabinets (FCAB), and microwave rack (MRAC) with locations is located in **Table-2 of Exhibit-B.** Some cabinet locations are not located on highways but are drive-to locations while a few are located at non-drive to sites.

Winter Maintenance: Many of the ITS devices, hubs, and battery cabinets are in locations where snow and ice removal (by hand) after storms may be necessary to gain access to interior of the cabinets. To what extent it can, the Department will assist in keeping the sites clear, but it will remain the responsibility of the contractor to gain access to cabinets under difficult conditions. Winter travel conditions on seasonal (not maintained for winter) roads exists for a few remote communications sites. The Contractor shall be responsible for mobilization of equipment and personnel to and from these sites without assistance from the Department. Use of four wheel drive vehicles, all-terrain vehicle(s) both track and wheeled type or a combination there of may be required.

A current list NHDOT, Bureau of Rail & Transit, Transit Centers with CCTV Cameras is located in **Table -3.** The Federal Clauses that are listed in Exhibit-A apply to work related to subsystems located at these facilities.

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EXHIBIT-B, Tabel-1, ITS DEVICE LIST

DEVICE	DEVICE_NAM		CITY_TOWN	ROUTE	LAST MILE COMM.
CCTV	93 S 76.2 CCTV AX 3	H	Ashland	I-93	Cell Modem
DMS	93 N 76.4 FS V 3	H	Ashland	I-93	Cell Modem
RWIS	93 S 76.2 RWIS LX 3	H	Ashland	I-93	Cell Modem
DMS	101 W 102.6 FS V 5	H	Auburn	NH 101	Cell Modem
CCTV	101 E 53.8 CCTV AX 5	H	Bedford	NH 101	Cell Modem
DMS	FEE N 18.8 FS V T	T	Bedford	F.E. Everett Turnpike	Microwave 4.9 GHz
DMS	293 S 4.8 FS V T	T	Bedford	I-293	Microwave 4.9 GHz
DMS	101 E 53.4 FS V 5	H	Bedford	NH 101	Cell Modem
CCTV	93 S 35.6 CCTV AX T	T	Bow	I-93	Fiber
CCTV	93 N 34.8 CCTV AX T	T	Bow	I-93	Fiber
RWIS	93 N 34.8 RWIS LF T	T	Bow	I-93	Fiber
CCTV	93 N 33.8 CCTV AX T	T	Bow	I-93	Fiber
CCTV	93 N 33.4 CCTV AX T	T	Bow	I-93	Fiber
MVDS	93 N 33.4 MVDS AX T	T	Bow	I-93	Fiber
DMS	93 S 32.4 FS V T	T	Bow	I-93	Microwave 4.9 GHz
DMS	93 N 32.9 FS V T	T	Bow	I-93	Fiber
CCTV	93 N 31.7 CCTV	T	Bow	I-93	Fiber
MVDS	93 N 31.7 MVDS T	T	Bow	I-93	Fiber
DMS	93 N 82.6 FS V 3	H	Campton	I-93	Cell Modem
DMS	93 S 85.4 FS V 3	H	Campton	I-93	Cell Modem
CCTV	93 N 50.8 CCTV AX 5	H	Canterbury	I-93	Cell Modem
DMS	93 S 48.0 FS V 5	H	Canterbury	I-93	Cell Modem
RWIS	93 N 50.8 RWIS LX 5	H	Canterbury	I-93	Cell Modem
DMS	93 S 36.4 FS SE T	T	Concord	I-93	Microwave 4.9 GHz
CCTV	93 N 36.2 CCTV-A AX T	T	Concord	I-93	Fiber
CCTV	93 N 36.2 CCTV-B AX T	T	Concord	I-93	Fiber
DMS	393 W 1.9 FS V 5	H	Concord	I-393	Cell Modem
DMS	89 N 1.8 FS V 5	H	Concord	I-89	Cell Modem
DMS	89 S 3.4 FS V 5	H	Concord	I-89	Cell Modem
DMS	93 S 39.0 FS V 5	H	Concord	I-93	Cell Modem
DMS	93 N 36.2 FS V T	T	Concord	I-93	Fiber
DMS	93 S 43.3 PS V 5	H	Concord	I-93	Cell Modem
CCTV	93 S 11.0 CCTV AX 5	H	Derry	I-93	Cell Modem
RWIS	93 S 11.0 RWIS LX 5	H	Derry	I-93	Fiber
CCTV	ST N 12.4 CCTV AX T	T	Dover	Spaulding Turnpike	Microwave 11 GHz
CCTV	ST S 5.8 CCTV AX T	T	Dover	Spaulding Turnpike	Microwave 4.9 GHz
CCTV	ST S 5.0 CCTV AX T	T	Dover	Spaulding Turnpike	Fiber
CCTV	ST S 3.8 CCTV AX T	T	Dover	Spaulding Turnpike	Fiber
CCTV	ST N 4.1 CCTV AX T	T	Dover	Spaulding Turnpike	Fiber
CCTV	ST N 12.0 CCTV AX T	T	Dover	Spaulding Turnpike	Microwave 4.9 GHz
CCTV	ST N 9.0 CCTV AX T	T	Dover	Spaulding Turnpike	Microwave 4.9 GHz
CCTV	ST S 4.4 CCTV AX T	T	Dover	Spaulding Turnpike	Fiber
CCTV	4 W 101.6 CCTV AX 6	H	Dover	US 4	Microwave 4.9 GHz
DMS	ST S 11.6 FS A T	H	Dover	Spualding Turnpike	Microwave 4.9 GHz
DMS	ST S 7.8 FS A T	T	Dover	Spaulding Turnpike	Microwave 4.9 GHz
MVDS	ST N 12.0 MVDS W T	T	Dover	Spaulding Turnpike	Microwave 4.9 GHz
MVDS	4 W 101.6 MVDS WA 6	H	Dover	US 4	Microwave 4.9 GHz
DMS	4 E 98.0 FS A 6	H	Durham	US 4	Cell Modem

Initials VS Date 10/12/21

EXHIBIT-B, Tabel-1, ITS DEVICE LIST

CCTV	101 E 116.5 CCTV AX 6	H	Epping	NH 101	Cell Modem
RWIS	101 E 116.5 RWIS LX 6	H	Epping	NH 101	Cell Modem
DMS	4 E 92.4 FS SE 6	H	Epping	US 4	Cell Modem
CCTV	101 W 128.2 CCTV AX 6	H	Exeter	NH 101	Microwave 4.9 GHz
CCTV	93 S 111.4 CCTV AX 1	H	Franconia	I-93	Microwave 900 MHz
RWIS	93 S 111.4 RWIS LX 1	H	Franconia	I-93	Microwave 900 MHz
CCTV	95 S 10.0 CCTV AX A T	T	Greenland	I-95	Microwave 4.9 GHz
CCTV	95 S 10.0 CCTV AX B T	T	Greenland	I-95	Microwave 4.9 GHz
CCTV	95 N 4.0 CCTV AX T	T	Hampton	I-95	Microwave 4.9 GHz
CCTV	95 SN 5.6 CCTV AX T	T	Hampton	I-95	Microwave 4.9 GHz
CCTV	95 SS 5.6 CCTV AX T	T	Hampton	I-95	Microwave 4.9 GHz
CCTV	101 E 133.9 CCTV AX 6	H	Hampton	NH 101	Cell Modem
RWIS	101 E 133.9 RWIS LX 6	H	Hampton	NH 101	Cell Modem
MVDS	101 E 133.9 MVDS WA 6	H	Hampton	NH 101	Cell Modem
CCTV	101 E 133.9 CCTV AX 6	H	Hampton	NH 101	Cell Modem
CCTV	101 W 130.8 CCTV AX 6	H	Hampton	NH 101	Microwave 900 MHz
DMS	101 E 130.0 FS A T	H	Hampton	NH 101	Microwave 900 MHz
MVDS	101 W 133.9 MVDS W 6	H	Hampton	NH 101	Cell Modem
RWIS	101 W 133.9 RWIS LX 6	H	Hampton	NH 101	Cell Modem
DMS	95 S 3.4 FS P T	T	Hampton Falls	I-95	Cell Modem
DMS	95 N 3.0 FS D T	T	Hampton Falls	I-95	Microwave 4.9 GHz
CCTV	293 N 10.4 CCTV AX T	T	Hooksett	I-293	Microwave 4.9 GHz
RWIS	293 N 10.4 RWIS LF T	T	Hooksett	I-293	Microwave 4.9 GHz
CCTV	93 N 26.9 CCTV AX T	T	Hooksett	I-93	Microwave 4.9 GHz
MVDS	93 N 26.9 MVDS WA T	T	Hooksett	I-93	Microwave 4.9 GHz
CCTV	93 S 27.8 CCTV AX A T	T	Hooksett	I-93	Fiber
CCTV	94 S 27.8 CCTV AX B T	T	Hooksett	I-93	Fiber
MVDS	93 S 27.8 MVDS WA T	T	Hooksett	I-93	Microwave 4.9 Ghz
CCTV	93 S 28.9 CCTV AX T	T	Hooksett	I-93	Microwave 4.9 Ghz
DMS	93 S 27.8 FS D T	T	Hooksett	I-93	Fiber
CCTV	93 N 28.4 CCTV AX T	T	Hooksett	I-93	Fiber
RWIS	293 N 10.4 RWIS T	T	Hooksett	I-293	Microwave 4.9 GHz
DMS	89 S 10.8 FS V 5	H	Hopkinton	I-89	Cell Modem
CCTV	3 S 163.1 CCTV AX 1	H	Lancaster	US 3	Cell Modem
RWIS	3 S 163.1 RWIS LX 1	H	Lancaster	US 3	Cell Modem
DMS	89 S 57.7 FS S 2	H	Lebanon	I-89	Cell Modem
DMS	89 N 54.9 FS S 2	H	Lebanon	I-89	Cell Modem
DMS	89 S 55.0 PS V 2	H	Lebanon	I-89	Cell Modem
DMS	4 W 92.4 FSD SE 6	H	Lee	US 4	Cell Modem
CCTV	93 N 102.6 CCTV AX 1	H	Lincoln	I-93	Cell Modem
CCTV	93 S 108.2 CCTV AX 1	H	Lincoln	I-93	Microwave 4.9 GHz
CCTV	93 N 105.6 CCTV AX 1	H	Lincoln	I-93	Cell Modem
RWIS	93 N 102.6 RWIS LX 1	H	Lincoln	I-93	Cell Modem
RWIS	93 N 105.6 RWIS LX 1	H	Lincoln	I-93	Cell Modem
RWIS	93 S 108.2 RWIS LX 1	H	Lincoln	I-93	Microwave 4.9 GHz
CCTV	93 S 130.4 CCTV AX 1	H	Littleton	I-93	Cell Modem
DMS	93 S 122.2 FS V 1	H	Littleton	I-93	Cell Modem
RWIS	93 S 130.4 RWIS LX 1	H	Littleton	I-93	Cell Modem
CCTV	93 S 14.4 CCTV AX 5	H	Londonderry	I-93	Ethernet to Fiber

Initials VS Date 10/12/21

EXHIBIT-B, Tabel-1, ITS DEVICE LIST

CCTV	93 S 11.7 CCTV AX 5	H	Londonderry	I-93	Microwave 4.9 GHz
CCTV	93 S 15.3 CCTV AX 5	H	Londonderry	I-93	Microwave 4.9 GHz
VSL	93 SM 14.4 VSL D5	H	Londonderry	I-93	Fiber
VSL	93 N 16.0 VSL D5	H	Londonderry	I-93	Fiber
VSL	93 NM 16.0 VSL D5	H	Londonderry	I-93	Fiber
VSL	93 S 14.4 VSL D5	H	Londonderry	I-93	Fiber
CCTV	106 N 5.6 CCTV AX 3	H	Loudon	NH 106	Cell Modem
CCTV	106 S 8.4 PCTC 3	H	Loudon	NH 106	Cell Modem
CCTV	293 S 1.4 CCTV AX 5	H	Manchester	I-293	Cell Modem
CCTV	93 M 18.4 CCTV AX 5	H	Manchester	I-93	Fiber
CCTV	101 W 101.2 CCTV AX 5	H	Manchester	NH 101	Cell Modem
DMS	293 S 1.4 FS D 5	H	Manchester	I-293	Cell Modem
DMS	293 N 8.8 FS P T	T	Manchester	I-293	Microwave 4.9 GHz
CCTV	293 N 7.4 CCTV AX T	T	Manchester	I-293	Microwave 4.9 GHz
CCTV	293 N 6.1 CCTV AX T	T	Manchester	I-293	Microwave 4.9 GHz
MVDS	293 N 6.1 MVDS AX T	T	Manchester	I-293	Microwave 4.9 GHz
CCTV	293 S 4.7 CCTV AX T	T	Manchester	I-293	Microwave 4.9 GHz
DMS	293 S 4.7 FS AX T	T	Manchester	I-293	Microwave 4.9 GHz
MVDS	293 S 4.7 MVDS AX T	T	Manchester	I-293	Microwave 4.9 GHz
DMS	93 S 23.4 FS D 5	H	Manchester	I-93	Fiber
DMS	93 N 23.4 FS D 5	H	Manchester	I-93	Fiber
RWIS	293 W 2.2 RWIS LX 5	H	Manchester	I-293	Cell Modem
VSL	293 S 1.4 VSL D 5	H	Manchester	I-293	Cell Modem
VSL	101 W 100.5 VSL D 5	H	Manchester	NH 101	Cell Modem
VSL	101 WM 100.5 VSL D 5	H	Manchester	NH 101	Cell Modem
CCTV	FEE M 2.4 CCTV T	T	Nashua	F.E. Everett Trunpike	Cell Modem
CCTV	FEE S 8.0 CCTV AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
CCTV	FEE S 6.2 CCTV AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
MVDS	FEE S 6.2 MVDS AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
CCTV	FEE S 4.8 CCTV AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
MVDS	FEE S 4.8 MVDS AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
CCTV	FEE S 3.8 CCTV AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
MVDS	FEE S 3.8 MVDS AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
DMS	FEE N 1.2 FS V T	T	Nashua	F.E. Everett Turnpike	Cell Modem
CCTV	FEE S 1.3 CCTV AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
MVDS	FEE S 1.3 MVDS AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
CCTV	FEE S 0.5 CCTV AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
MVDS	FEE S 0.5 MVDS AX T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
DMS	FEE S 8.6 FS P T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
RWIS	FEE M 2.3 RWIS VA T	T	Nashua	F.E. Everett Turnpike	Cell Modem
RWIS	FEE S 8.0 RWIS LF T	T	Nashua	F.E. Everett Turnpike	Microwave 4.9 GHz
DMS	93 S 68.8 FS V 3	H	New Hampton	I-93	Cell Modem
CCTV	124 N 4.2 CCTV AX 5	H	New Ipswich	NH 124	Cell Modem
RWIS	NH 124 N 4.2 RWIS LX 5	H	New Ipswich	NH 124	Cell Modem
DMS	89 N 35.5 FS V 2	H	New London	I-89	Cell Modem
CCTV	ST LB BS S AX T	T	Newington	Spaulding Turnpike	Microwave 18 GHz
CCTV	ST LB HS S AX T	T	Newington	Spaulding Turnpike	Microwave 18 GHz
CCTV	ST N 2.6 CCTV AX T	T	Newington	Spaulding Turnpike	Microwave 18 GHz
CCTV	ST NS 3.4 CCTV AX T	T	Newington	Spaulding Turnpike	Fiber

Initials [illegible] Date 10/12/21

EXHIBIT-B, Tabel-1, ITS DEVICE LIST

CCTV	ST NN 3.4 CCTV AX T	T	Newington	Spaulding Turnpike	Fiber
DMS	ST S 3.4 FS D T	T	Newington	Spaulding Turnpike	Fiber
DMS	WA W 0.5 FS SE T	H	Newington	Woodbury Ave	Cell Modem
MVDS	ST N 2.6 MVDS W T	T	Newington	Spaulding Turnpike	Cell Modem
RWIS	ST S 3.7 RWIS V T	T	Newington	Spaulding Turnpike	Ethernet
CCTV	93 N 56.6 CCTV 5	H	Northfield	I-93	Cell Modem
CCTV	95 S 6.0 CCTV AX T	T	North Hampton	I-95	Microwave 4.9 GHz
DMS	95 S 7.6 FS D T	T	North Hampton	I-95	Microwave 4.9 GHz
CCTV	93 N 56.6 CCTV AX 3	H	Northfield	I-93	Cell Modem
RWIS	16 N 56.6 RPUC 3	H	Ossipee	NH 16	Cell Modem
CCTV	16 N 56.6 CCTV 3	H	Ossipee	NH 16	Cell Modem
CCTV	95 MN 14.6 CCTV AX T	T	Portsmouth	I-95	Microwave 4.9 GHz
CCTV	95 MS 14.6 CCTV AX T	T	Portsmouth	I-95	Microwave 4.9 GHz
CCTV	95 HL NE CCTV AX T	T	Portsmouth	I-95	Microwave 4.9 GHz
CCTV	95 SS 15.4 CCTV AX T	T	Portsmouth	I-95	Microwave 4.9 GHz
CCTV	95 SN 15.4 CCTV AX T	T	Portsmouth	I-95	Microwave 4.9 GHz
CCTV	95 HL SE CCTV AX T	T	Portsmouth	I-95	Microwave 4.9 GHz
CCTV	95 N 13.4 CCTV AX T	T	Portsmouth	I-95	Microwave 4.9 GHz
CCTV	95 SS 12.6 CCTV AX T	T	Portsmouth	I-95	Microwave 4.9 GHz
CCTV	95 HL SW CCTV AD T	T	Portsmouth	I-95	Microwave 5.2 Ghz
CCTV	95 SN 12.6 CCTV AX T	T	Portsmouth	I-95	Microwave 4.9 GHz
CCTV	95 HL NW CCTV AD T	T	Portsmouth	I-95	Microwave 5.2 Ghz
CCTV	1B SLB Ports' CCTV AX 6	H	Portsmouth	Rt 1 Bypass	Microwave 23 GHz
CCTV	1B SLB Kittery CCTV AX 6	H	Portsmouth	Rt 1 Bypass	Microwave 23 GHz
CCTV	ST SN 1.6 CCTV AX T	T	Portsmouth	Spaulding Turnpike	Fiber
CCTV	ST SS 1.6 CCTV AX T	T	Portsmouth	Spaulding Turnpike	Fiber
CCTV	1 MB North Pole CCTV AX 6	H	Portsmouth	US 1	Microwave
CCTV	1 MB South Pole CCTV AX 6	H	Portsmouth	US 1	Microwave
DMS	95 M 13.0 FS V T	T	Portsmouth	I-95	Cell Modem
DMS	95 N 14.8 FS D T	T	Portsmouth	I-95	Microwave 4.9 GHz
DMS	95 S 15.4 FS D T	T	Portsmouth	I-95	Microwave 4.9 GHz
DMS	ST N 1.0 FS A T	T	Portsmouth	Spaulding Turnpike	Microwave 4.9 GHz
MVDS	95 N 13.4 MVDS W T	T	Portsmouth	I-95	Microwave 4.9 GHz
MVDS	95 S 15.6 MVDS W T	T	Portsmouth	I-95	Microwave 4.9 GHz
DMS	101 E 114.8 FS V 6	H	Raymond	NH 101	Cell Modem
CCTV	ST N 18.0 CCTV AX T	T	Rochester	Spaulding Turnpike	Microwave 4.9 GHz
CCTV	ST NN 17.0 CCTV AX T	T	Rochester	Spaulding Turnpike	Microwave 4.9 GHz
CCTV	ST S 15.9 CCTV AX T	T	Rochester	Spaulding Turnpike	Microwave 4.9 GHz
CCTV	ST S 22.0 CCTV AX T	T	Rochester	Spaulding Turnpike	Microwave 4.9 GHz
DMS	ST S 24.4 FS V T	T	Rochester	Spaulding Turnpike	Cell Modem
CCTV	93 S 3.8 CCTV AX 5	H	Salem	I-93	Microwave 4.9 GHz
CCTV	93 N 0.3 CCTV AX 5	H	Salem	I-93	Microwave 4.9 GHz
CCTV	93 N 2.6 CCTV AX 5	H	Salem	I-93	Microwave 4.9 GHz
CCTV	93 SN 2.1 CCTV AX 5	H	Salem	I-93	Fiber
CCTV	93 SS 2.1 CCTV AX 5	H	Salem	I-93	Fiber
CCTV	93 N 1.8 CCTV AX 5	H	Salem	I-93	Microwave 4.9 GHz
CCTV	93 N 0.8 CCTV AX 5	H	Salem	I-93	Microwave 4.9 GHz
DMS	93 N 0.3 FS D 5	H	Salem	I-93	Microwave 4.9 GHz
RWIS	93 N 0.8 RWIS 5	H	Salem	I-93	Microwave 4.9 GHz

Initials VS Date 10/12/21

EXHIBIT-B, Tabel-1, ITS DEVICE LIST

VSL	93 S 2.2 VSL D 5	H	Salem	I-93	Fiber
VSL	93 N 2.3 VSL D 5	H	Salem	I-93	Fiber
VSL	93 N 0.3 VSL D 5	H	Salem	I-93	Microwave 4.9 GHz
VSL	93 NM 3.8 VSL D5	H	Salem	I-93	Fiber
VSL	93 N 3.8 VSL D5	H	Salem	I-93	Microwave 4.9 GHz
VSL	93 NM 2.3 VSL D 5	H	Salem	I-93	Fiber
VSL	93 SM 2.2 VSL D 5	H	Salem	I-93	Fiber
CCTV	93 S 61.1 CCTV AX 3		Sanbornton	I-93	Cell Modem
CCTV	93 S 60.0 CCTV AX 3	H	Sanbornton	I-93	Cell Modem
RWIS	93 S 60.0 RWIS LX 3	H	Sanbornton	I-93	Cell Modem
CCTV	95 SN 1.0 CCTV AX T	T	Seabrook	I-95	Microwave 4.9 GHz
CCTV	95 SS 1.0 CCTV AX T	T	Seabrook	I-95	Microwave 4.9 GHz
DMS	95 N 0.4 FS V T	T	Seabrook	I-95	Microwave 900 MHz
MVDS	95 S 1.0 MVDS W T	T	Seabrook	I-95	Microwave 4.9 GHz
CCTV	89 N 39.6 CCTV AX 2	H	Springfield	I-89	Cell Modem
RWIS	89 N 39.6 RWIS LX 2	H	Springfield	I-89	Cell Modem
CCTV	101 E 127.0 CCTV AX 6	H	Stratham	NH 101	Microwave 18 GHz
CCTV	93 S 117.6 CCTV AX 1	H	Sugar Hill	I-93	Microwave 4.9 GHz
DMS	93 S 117.6 FS A 1	H	Sugar Hill	I-93	Microwave 4.9 GHz
CCTV	93 N 56.9 CCTV AX 3	H	Tilton	I-93	Cell Modem
DMS	93 N 57.6 FS S 3	H	Tilton	I-93	Cell Modem
CCTV	89 S 20.2 CCTV AX 5	H	Warner	I-89	Cell Modem
DMS	89 N 18.4 FS V 5	H	Warner	I-89	Cell Modem
RWIS	89 S 20.2 RWIS LX 5	H	Warner	I-89	Cell Modem
CCTV	9 W 10.6 CCTV AX 4	H	Westmoreland	NH 9	Cell Modem
RWIS	9 W 10.6 RWIS LX 4	H	Westmoreland	NH 9	Cell Modem
CCTV	9 W 22.7 CCTV AX 4	H	Sullivan	NH 9	Cell Modem
RWIS	9 W 22.7 RWIS LX 4	H	Sullivan	NH 9	Cell Modem
CCTV	93 N 4.2 CCTV AX 5	H	Windham	I-93	Fiber
CCTV	93 S 7.2 CCTV AX 5	H	Windham	I-93	Microwave 4.9 GHz
CCTV	93 S 4.7 CCTV AX 5	H	Windham	I-93	Fiber
CCTV	93 N 5.4 CCTV AX 5	H	Windham	I-93	Fiber
CCTV	93 N 7.5 CCTV AX 5	H	Windham	I-93	Microwave 4.9 GHz
CCTV	93 S 6.0 CCTV AX 5	H	Windham	I-93	Fiber
DMS	93 N 7.5 FS D 5	H	Windham	I-93	Microwave 4.9 GHz
DMS	93 S 7.2 FS D 5	H	Windham	I-93	Microwave 4.9 GHz
VSL	93 SM 5.2 VSL D 5	H	Windham	I-93	Fiber
VSL	93 NM 6.6 VSL D 5	H	Windham	I-93	Fiber
VSL	93 S 5.2 VSL D 5	H	Windham	I-93	Fiber
VSL	93 N 6.6 VSL D 5	H	Windham	I-93	Fiber
CCTV	93 N 99.6 CCTV AX 3	H	Woodstock	I-93	Microwave 4.9 GHz
CCTV	93 S 95.9 CCTV AX 3	H	Woodstock	I-93	Microwave 4.9 GHz
CCTV	112 W 14.8 CCTV AX 1	H	Woodstock	NH 112	Cell Modem
DMS	93 S 99.2 FS A 3	H	Woodstock	I-93	Cell Modem
DMS	93 N 99.6 FS A 3	H	Woodstock	I-93	Microwave 4.9 GHz
RWIS	93 S 95.9 RWIS LX 3	H	Woodstock	I-93	Cell Modem
RWIS	112 W 14.8 RWIS LX 1	H	Woodstock	NH 112	Cell Modem
CCTV	93 N 36.8 CCTV AX T	T	Concord	I-93	Fiber
MVDS	93 N 36.8 CCTV AX T	T	Concord	I-93	Fiber

Initials VI Date 10/12/21

EXHIBIT-B, Tabel-1, ITS DEVICE LIST

DMS	93 S 36.5 FS SE T	T	Concord	I-93	Microwave 4.9 GHz

Initials [illegible] Date 10/12/21

Exhibit-B, Table -2, ITS Cabinet List

CABINET_NAME		CITY_TOWN	ROUTE	AC Power
FEE N 19.2 MCAB T	T	Bedford	Everett TPK	Yes
101 E 52.8 ICAB 5	H	Bedford	NH 101	Yes
101 E 53.8 ICAB 5	H	Bedford	NH 101	Yes
93 N 31.7 ICAB T	T	Bow	I-93	No
93 N 32.9 ICAB T	T	Bow	I-93	Yes
93 N 33.4 ICAB T	T	Bow	I-93	Yes
93 N 33.8 ICAB T	T	Bow	I-93	Yes
93 N 34.8 RPUC T	T	Bow	I-93	Yes
93 S 35.5 ICAB T	T	Bow	I-93	Yes
93 N 50.8 ICAB 5	H	Canterbury	I-93	Yes
93 N 36.2 ICAB T	T	Concord	I-93	Yes
93 N 36.8 ICAB T	T	Concord	I-93	Yes
93 N 37.2 FCAB T	T	Concord	US 3	Yes
93 S 36.5 ICAB T	T	Concord	I-93	Yes
4 W 101.5 ICAB 6	H	Dover	US 4	Yes
ST N 12.0 ICAB T	T	Dover	Spaulding TP	Yes
ST N 12.4 ICAB T	T	Dover	Spaulding TP	Yes
ST N 13.6 TCAB T	T	Dover	Spaulding TP	Yes
ST N 4.5 ICAB T	T	Dover	Spaulding TP	Yes
ST N 9.1 ICAB T	T	Dover	Spaulding TP	Yes
ST S 11.6 ICAB T	T	Dover	Spaulding TP	Yes
ST S 4.1 ICAB T	T	Dover	Spaulding TP	Yes
ST S 4.8 ICAB T	T	Dover	Spaulding TP	Yes
ST S 5.1 ICAB T	T	Dover	Spaulding TP	Yes
ST S 5.8 ICAB T	T	Dover	Spaulding TP	Yes
ST S 7.7 ICAB T	T	Dover	Spaulding TP	Yes
101 E 126.9 ICAB 6	H	Epping	NH 101	Yes
4 E 92.4 ICAB 6	H	Epping	US 4	Yes
101 W 128.3 ICAB 6	H	Exeter	NH 101	Yes
95 S 10.1 ICAB T	T	Greenland	I-95	Yes
101 W 130.8 ICAB 6	H	Hampton	NH 101	Yes
101 E 130.1 ICAB T	T	Hampton	NH 101	No
95 N 3.9 ICAB T	T	Hampton	I-95	Yes
95 N 5.4 MCAB T	T	Hampton	Town of	Yes
95 S 5.6 ICAB T	T	Hampton	I-95	Yes
95 S 6.1 ICAB T	T	Hampton	I-95	Yes
95 N 3.0 ICAB T	T	Hampton Falls	I-95	Yes
93 N 25.8 FCAB 5	H	Hooksett	I-93	Yes
93 N 26.9 ICAB	T	Hooksett	I-93	No
93 N 28.5 FCAB T	T	Hooksett	I-93	Yes
93 N 28.8 FCAB T	T	Hooksett	I-93	Yes
93 S 27.8 ICAB T	T	Hooksett	I-93	Yes
93 S 28.9 ICAB T	T	Hooksett	I-93	No
93 N 28.4 ICAB T	T	Hooksett	I-93	Yes
293 N 10.4 RPUC T	T	Hooksett	I-293	Yes
89 N 54.9 ICAB 2	H	Lebanon	I-89	Yes

Initials [illegible] Date: 10/12/2[illegible]

Exhibit-B, Table -2, ITS Cabinet List

89 S 57.7 ICAB 2	H	Lebanon	I-89	Yes
93 S 14.4 ICAB 5	H	Londonderry	I-93	Yes
93 S 13.9 ICAB	H	Londonderry	I-93	Yes
93 S 15.3 ICAB 5	H	Londonderry	I-93	Yes
93 S 15.3 FCAB 5	H	Londonderry	I-93	Yes
293 S 1.4 ICAB 5	H	Manchester	I-293	Yes
293 S 4.7 ICAB T	T	Manchester	I-293	Yes
93 M 18.4 FCAB 5	H	Manchester	I-93	Yes
93 M 18.4 ICAB 5	H	Manchester	I-93	Yes
93 N 16.2 ICAB 5	H	Manchester	I-93	Yes
93 S 17.8 ICAB 5	H	Manchester	I-93	Yes
93 N 17.0 ICAB 5	H	Manchester	I-93	Yes
93 N 17.2 ICAB 5	H	Manchester	I-93	Yes
93 N 20.6 FCAB 5	H	Manchester	I-93	Yes
93 N 23.4 ICAB 5	H	Manchester	I-93	Yes
93 S 19.8 ICAB 5	H	Manchester	I-93	Yes
293 S 4.7 ICAB T	T	Manchester	I-293	Yes
293 N 6.1 ICAB T	T	Manchester	I-293	Yes
293 N 6.8 MCAB T	T	Manchester	I-293	Yes
293 N 7.5 ICAB T	T	Manchester	I-293	Yes
95 S 7.6 ICAB T	T	N. Hampton	I-95	Yes
FEE N 3.0 MCAB T	T	Nashua	Everett TPK	Yes
FEE S 3.8 ICAB T	T	Nashua	Everett TPK	Yes
FEE S 4.8 ICAB T	T	Nashua	Everett TPK	Yes
FEE S 8.0 RPUC T	T	Nashua	Everett TPK	Yes
FEE S 6.2 ICAB T	T	Nashua	Everett TPK	Yes
FEE M 2.3 RPUC	T	Nashua	Everett TPK	No
FEE N 1.3 ICAB T	T	Nashua	Everett TPK	Yes
FEE S 0.5 ICAB T	T	Nashua	Everett TPK	Yes
93 S 70.6 ICAB 3	H	New Hampton	I-93	Yes
95 S 12.6 ICAB T	T	Newington	I-95	Yes
WA W 0.5 ICAB T	T	Newington	Town of	Yes
ST N 0.90 ICAB T	T	Newington	Spaulding TP	Yes
ST N 1.0 ICAB T	T	Newington	Spaulding TP	Yes
ST N 2.5 ICAB T	T	Newington	Spaulding TP	Yes
ST S 1.7 ICAB T	T	Newington	Spaulding TP	Yes
ST S 3.2 ICAB T	T	Newington	Spaulding TP	Yes
ST S 3.8 ICAB T	T	Newington	Spaulding TP	Yes
93 N 56.6 ICAB 5	H	Northfield	I-93	Yes
16 N 56.6 RPUC 3	H	Ossipee	NH 16	Yes
95 M 14.6 ICAB T	T	Portsmouth	I-95	Yes
95 N 13.4 ICAB T	T	Portsmouth	I-95	Yes
95 N 14.8 ICAB T	T	Portsmouth	I-95	Yes
95 S 15.5 ICAB T	T	Portsmouth	I-95	Yes
95 S 15.6 TCAB T	T	Portsmouth	I-95	Yes
ST S 15.9 ICAB T	T	Rochester	Spaulding TP	Yes
ST S 22.1 ICAB T	T	Rochester	Spaulding TP	Yes

Exhibit-B, Table -2, ITS Cabinet List

ST N 17.0 ICAB T	T	Rochester	Spaulding TP	Yes
ST N 18.0 ICAB T	T	Rochester	Spaulding TP	Yes
93 N 0.5 ICAB 5	H	Salem	I-93	Yes
93 N 0.9 FCAB 5	H	Salem	I-93	Yes
93 N 1.8 ICAB 5	H	Salem	I-93	Yes
93 N 2.2 ICAB 5	H	Salem	I-93	Yes
93 N 2.7 ICAB 5	H	Salem	I-93	Yes
93 N 3.6 ICAB 5	H	Salem	I-93	Yes
93 S 3.6 ICAB 5	H	Salem	I-93	Yes
93 S 2.1 ICAB 5	H	Salem	I-93	Yes
93 S 2.2 ICAB 5	H	Salem	I-93	Yes
93 S 3.7 ICAB 5	H	Salem	I-93	Yes
93 S 61.1 ICAB 3	H	Sanbornton	I-93	Yes
93 S 60.0 RPUC 3	H	Sanbornton	I-93	Yes
95 S 1.0 ICAB T	T	Seabrook	I-95	Yes
93 S 117.6 ICAB 1	H	Sugar Hill	I-93	Yes
93 N 56.9 ICAB 5	H	Tilton	I-93	Yes
93 N 4.2 ICAB 5	H	Windham	I-93	Yes
93 N 5.2 ICAB 5	H	Windham	I-93	Yes
93 N 6.6 ICAB 5	H	Windham	I-93	Yes
93 N 7.5 ICAB 5	H	Windham	I-93	Yes
93 S 11.7 ICAB 5	H	Windham	I-93	Yes
93 S 4.7 ICAB 5	H	Windham	I-93	Yes
93 S 5.2 ICAB 5	H	Windham	I-93	Yes
93 S 6.0 ICAB 5	H	Windham	I-93	Yes
93 S 7.4 FCAB 5	H	Windham	I-93	Yes
93 S 7.4 ICAB 5	H	Windham	I-93	Yes
93 N 99.6 ICAB 3	H	Woodstock	I-93	Yes

TABLE-3 Transit Centers with CCTV cameras

Location	City / Town	Physical Address	Facility Operator
I-93, Exit-14	Concord	30 Stickney Ave	Concord Coach Lines
RTE 16, Exit-9	Dover	23 Indian Brook Drive	Jalbert Leasing (dba C&J Bus)
I-93, Exit-5	Londonderry	4 Symmes Drive	Boston Express Bus
I-93, Exit- 4	Londonderry	2 Garden Lane	Boston Express Bus
FEE Turnpike, Exit-8	Nashua	8 North Southwood Drive	Boston Express Bus
I-89, Exit-12	New London	31 Route 103A	Dartmouth Coach
I-95, Exit-3A	Portsmouth	185 Grafton Drive	Jalbert Leasing (dba C&J Bus)
I-93, Exit-2	Salem	10 Raymond Avenue	Boston Express Bus

Initials: TV Date: 10/12/21

List of Abbrevitions Used in ITS Names

A	ADDCO Inc., DMS
AX	Axis Inc., Camera
CCTV	Closed Circuit Television (Camera)
D	Daktronics Inc., (DMS)
DMS	Dynamic Message Sign.
DMS WD	DMS Winter Deployment
E	East
FCAB	Fiber ITS Cabinet
FEE	Frederick E. Everett Turnpike
FS	Fixed Location Sign
Ghz	Giga-Hertz
H	Highway Maintenance District, non Turnpike
ICAB	ITS Cabinet
ITS	Intellegent Transportation System
LB	Little Bay Bridge
LX	Linux Remote Processing Unit (RPU)
VSL	Variable Speed Limit Sign
LB	Little Bay Bridge
LF	Lufft RWIS
MB	Memorial Bridge
N	North
NN	Northbound side with South view CCTV Camera
NS	Northbound side with North view CCTV Camera
NM	Northbound Median
MCAB	Microwave Radio ITS Cabinet
MVDS	Motor Vehicle Detection System
MRAC	Microwave Rack
MHz	Mega-hertz
NH	New Hampshire
RWIS	Roadway Weather Information System
RPUC	RWIS, Remote Processing Unit cabinet
S	South
SS	Southbound side with South view CCTV Camera
SN	Southbound side with North view CCTV Camera
ST	Spaulding Turnpike
SSGM	Sign Structure Ground Mounted
SSCA	Sign Structure Cantilevered
SSF	Sign Structure Full-span
SLB	Sara Long Bridge
T	Turnpike
TPK	Turnpike
TMMB	Trailer Mounted Message Board

List of Abbrevitions Used in ITS Names

US	United States (Route)
V	Vermac (DMS)
VA	VIASALA RWIS
W	West

1) Contractor is required to coordinate self-provided highway ***shoulder closures*** with NHDOT Transportation Management Center (603) 271-6862. Contractor shall use self-owned traffic control devices (i.e. signage) in quantities and locations and distances recommended by the most current version of the **Manual on Uniform Traffic Control Devices (MUTCD)** for all state routes and divided highways with the exception of NH Turnpikes. Please see item #2 with regard to Turnpike shoulder closures.

All contractor vehicles engaged in maintenance on state highways and turnpikes shall be outfitted with permanently installed amber warning light(s). Roadside work shall ***not*** be scheduled on business days adjacent to or on Federal and State holidays when heavy traffic volumes are anticipated. Exceptions to this shall only be if the Department has conveyed an urgent service request, such as a system failure to the Contractor.

2) Contractor shall coordinate with the respective highway maintenance district, Turnpike Bureau and or Bridge Maintenance Bureau for ITS maintenance that requires ***travel lane closure(s).*** Additionally, Bureau of Turnpikes maintenance will provide traffic control and signage for ***shoulder closures*** on NH Turnpikes. Coordination with Rail & Transit Bureau will be required for unrestricted access to camera poles at transit center parking areas. Contractor shall be prepared to work 2nd and or 3rd shift for temporary highway travel lane closures when directed by TSMO based on traffic volumes of roadway. Time of day for travel lane closures shall be determined by the applicable NHDOT District/Turnpike Engineer.

Contractor shall be responsible for ensuring a notification has been made to NHDOT, Transportation Management Center relative to start and stop times of shoulder and travel lane closures start and end time(s) by voice notification to (603) 271-6862.

3) Travel allowances shall be calculated for person(s) and vehicle(s) only after travel time(s) exceed 2-hours round trip to an ITS or communication device location from contractor's closest company location within New Hampshire Or from the closest New Hampshire State border to a work site ***at a hourly rate specified in Exhibit-C, Section-4.*** Travel rates ***shall not*** be calculated and invoiced for preventive maintenance inspections.

4) Contractor shall provide for access to Department owned communications or ITS devices by crane or lift with a reach of 50-feet or more when required for personnel and materials ***at an hourly rate specified in Exhibit-C, Section-4.*** NOTE: Lifts or cranes with a reach of less than 50-feet will not be compensated for.

5) Contractor shall be required to provide 24-7-365 point of contact for priority system failures that require repair.

6) As requested, and on a mutually agreed schedule, provide for preventive maintenance inspections **(PMI) of solar powered *DMS*** on site, completing all necessary tasks at the ***fixed price*** per site, as identified in ***Exhibit-C, Section-5,*** Solar Powered DMS. The minimum required preventive maintenance inspection (PMI) task list is included in Exhibit-B, Section-2.

7) As requested, and on a mutually agreed schedule, provide for preventive maintenance inspections **(PMI) of *RWIS* system field site,** completing all necessary tasks to meet equipment specifications at the ***fixed price*** per site, as identified in ***Exhibit-C, Section-5***, RWIS PMI. The minimum required PMI task list is included in Exhibit-B, Section-3.

8) As requested, and on a mutually agreed schedule, provide for preventive maintenance inspections **(PMI) CCTV Camera** on site, completing all necessary tasks at the ***fixed price*** per site, as identified in ***Exhibit-C, Section-5***, CCTV Camera PMI. The minimum required PMI task list is included in Exhibit-B, Section-4

9) As requested, and on a mutually agreed schedule, provide for preventive maintenance inspections **(PMI) of ITS cabinets** on site, completing all necessary tasks at the ***fixed price*** per site, as identified in ***Exhibit-C, Section-5***, ITS Cabinet PMI. The minimum required PMI task list is included in Exhibit-B, Section-5.

10) As requested provide repairs to a failed ***ITS Subsystem (on-site)*** at a cost per hour specified in ***Exhibit - C, Section – 1***. Subsystems such as ***closed circuit television camera (CCTV), variable speed limit (VSL) sign, portable dynamic message sign (DMS) fixed-location dynamic message sign (DMS), motor vehicle detection systems (MVDS),*** and ***roadway weather information systems (RWIS)*** has failed. Contractor shall deploy working CCTV camera the during the first site visit at the time and place a CCTV camera failure is discovered.

11) As requested provide for replacement of obsolete ***ITS Subsystem (on-site)*** at a combination of fixed cost and per hour rate (bid) completing all described work in work plan at rates specified in ***Exhibit – C.***

12) As requested, provide component repairs to failed ITS device components off- site at an ***offsite shop rate*** identified as cost per hour specified in ***Exhibit –C, Section- 1.*** No travel allowance shall be associated with these repairs

13) As requested provide for repairs to failed tower and pole mounted ITS ***microwave RF systems*** on site at a costs, per person, per hour specified in ***Exhibit –C, Section- 2 and Section-3.***

14) As requested provide for replacement to ***obsolete*** tower and pole mounted ITS ***microwave RF systems*** on site completing identified work descriptions in work plans, per person, per hour as specified in ***Exhibit –C, Sections-2 and Section-3.***

15) As requested provide for replacement of ***obsolete*** RWIS system components including remote processing unit (RPU) completing identified work descriptions in work plans, per person, per hour as specified in ***Exhibit-C, Section-1 and Section-2.***

16) As requested provided for replacement and installation of obsolete ICAB components up to and including the entire cabinet and contents completing identified work descriptions in work plans, per person, per hour as specified in ***Exhibit-C, Section-1 thru 4, and Section-6.***

17) As identified through Department and Contactor change management practices, provide for ***documentation and reports*** for FCC CFR-47, Part-101 license frequency coordination, as well as license modifications of current Part-101 and Part-90 Department authorizations at cost per hour as identified in ***Exhibit-C, Section-6.***

18) As requested, provide for preparation and installation of new, used, and or replacement communications components such as but not limited to; Ethernet radios, cellular data modems, ethernet switches, media converters at a cost per hour identified in ***Exhibit-C, Section - 2, ITS Comm' Hub Equipment*** repair.

19) As requested, provide repairs to failed ITS Communication hubs to reestablish commercial or back-up power, and or re-establish communication with other device(s), ITS microwave or fiber backbone at the cost per hour as identified in ***Exhibit – C, Section – 2, ITS Comm' Hub Equipment*** repair.

20) As requested, provide repairs to failed commercial electric service to ITS devices by retention of a NH licensed electrician at the cost per hour as identified in ***Exhibit – C, Section – 2, Commercial electric service*** repair.

21) As requested, provide repairs to failed solar power plant at a cost per hour as identified in ***Exhibit – C, Section – 2, Solar Power Plant*** repair.

22) As requested, provide repairs to failed battery backup system UPS at a cost per hour as identified in ***Exhibit – C, Section – 2, Battery Backup System UPS*** repair.

23) As requested assist in identifying suitable roadside location sites for new proposed ITS devices and provide site marking layout for device, commercial electrical service, and wireless communications at cost(s) per hour as identified in ***Exhibit-C, Section-6, Site marking, layout*** and ***Commercial Power Planning and Coordination.***

24) As requested provide technical support for ITS communication hubs development to establish commercial or back-up power, and communication connectivity with either ITS device(s) or ITS communications such as wireless or fiber optic cable at a cost per hour as identified in ***Exhibit – C, Section – 6, ITS Communications Study.***

25) As requested, provide technical assistance and review of the Department's Statewide ITS Network Architecture to ensure continuity through change management of ITS systems, subsystems, and communications as those elements transition from design, construction, and or warranty maintenance to contracted maintenance at a cost per hour as identified in ***Exhibit – C, Section – 6, Documentation and Reports.***

26) As requested, provide for repairs and maintenance of ITS buried fiber optic infrastructure including but not limited to; fiber optic cable, conduit, pull boxes, splice enclosures, and vaults at a cost per hour as identified in ***Exhibit-C, Section-2, Fiber Optic Systems*** repair.

27) As requested, provide for new, and or replacement buried fiber optic connectivity by installation of fiber optic infrastructure related to retrofitting ITS (device) sites at a cost per hour as identified in ***Exhibit-C Section-6, fiber optic retrofitting.*** Service shall include fiber testing, commissioning documentation, and or as-built documentation.

28) As requested, provide for repairs or component replacement to ITS communication tower, pole, or water tank-mounted ITS microwave antenna systems or Ethernet radio at a ***cost per hour, per person,*** identified in ***Exhibit –C, Section-3.*** It is not anticipated that each of the persons listed in Exhibit-C, Section -3 will be necessary for each and every case of communications repair, but a predefined rate for each shall be established through this contract. Contractor will be required to identify persons needed for such repairs through submitted work plans.

29) All repair services associated with ITS equipment shall comply with the requirements contained herein. Service shall be limited to those that are requested through work requests and those problems conveyed to the Department by the Contractor as needing to be done and approved by Department prior to substantial work effort. Repairs shall be in accordance with the ITS system(s) as originally designed, original manufacturer's service and repair instructions, industry best practices and the current National Electric Code, whichever is more stringent.

30) Repairs made to equipment and installation parameters regulated by CFR-47, Part-90 and or Part-101 devices shall be done in such a way that the Department complies with applicable and current Federal Communications Commission (FCC) authorizations and the Communications System Design, as engineered, and (currently) installed. Exceptions to this may only be granted by the Department's ITS Engineer or their designee.

31) NHDOT shall issue a work request description and number for each device repair, subsystem repair or replacement, off-site repair, and contractor identified replacement part or combination of the aforementioned of each occurrence. Individual parts or a combination of parts with a total value greater than $250.00 per occurrence needs to be authorized by NHDOT, Communications Supervisor and detailed by Contractor per work request number and submitted as attachment to subsequent invoicing.

32) The Department reserves the right to make additions and deletions to this Scope of Services, Exhibit-B as required by budgetary restraints, State and or Federal regulation or unrealized requirements. Changes implemented by the Department shall be limited to those that do not require rate increases to contracted rates. However, an addition could also be by Governor and Council approved and mutually agreed contract amendment. Such a proposed amendment would be an increase in total contract value during the term due to unrealized needs or additional (contract) funding authorization. An amended contract value would be limited to using the established contracted rates.

33) Problems inherent to the NH facilities or problems caused by Contractor shall be communicated to NHDOT, Communications Supervisor, per occurrence before close of business 16:00 (local) of each business day while work is in progress and at the beginning of each business day 07:00 (local) for work that occurred during 2nd and 3rd shift. See contact information.

34) Contractor shall be responsible for securing and disposing of all waste and packing materials generated by work. Reusable containers shall be returned to the Department.

35) Contractor shall be required to make available on timely basis, the company owner, general manager, project manager(s) and accounts receivable personnel for resolution of problems. Contractor shall designate a ***service manager*** apart from field personnel engaged in field repairs to be the primary contact for requested services and problem resolution.

36) Termination of this agreement may be accomplished by either party. Agreement termination shall be accomplished by written and dated letter and further sent by certified mail to contact information listed in Exhibit-B (below). Termination shall be effective thirty (30) calendar days after date of letter.

Department: Attention-TSMO Administrator
NHDOT, Bureau of TSMO
PO BOX 483
Concord, NH 03302-0483

37) In cases where the Contractor terminates the contract agreement, NHDOT may at its own discretion, have the repairs already identified and reported to the contractor at the time of termination completed by a third party at the contractor's expense.

38) In cases where NHDOT terminates this agreement prior to all existing work requests completion, both parties shall determine a mutually agreeable amount of compensation at the contracted rates for all work performed by contractor as of the date of termination.

39) Contractor shall provide personal and subcontractors assigned to work at the Transportation Management Center (TMC) that are able pass a National Fingerprint-based criminal history record. Contractor shall identify all individuals assigned to work at the TMC. All Contractor and subcontractors will be required to submit to a Criminal Justice Applicant (CJAP) national fingerprinting. NHDOT reserves the right to deny facility access to individual personnel based on the results of the CJAP. The Contractor shall not file a claim against the NHDOT for failure to provide facility access. Individuals passing the CJAP shall maintain a clean record enforced during the contract term or alternatively report noncompliance to the Bureau of Transportation Systems Management and Operations, Administrator. All costs associated with conducting the CJAP shall be the responsibility of the Contractor. Information to schedule a CJAP is available on the NHDOS Website: https://www.nh.gov/safety/divisions/nhsp/jib/crimrecords/index.html

Bureau of TSMO Administrator shall make final determination about the suitability of all Contractor personnel working at TMC

40) Contractor's representative shall be required to participate monthly (new) ITS construction meetings to review changes, additions, and deletions to the DOT ITS communications system as well as job status review. The meeting duration shall be approximately 1-hour and shall be scheduled at mutually agreed time and is contractor administrative time that will not be compensated for.

EXHIBIT-B

SECTION-2, Portable and Fixed Location Solar Powered DMS Preventive Maintenance Inspection

This ITS sub-system (as of January 1, 2021) is composed of Vermac Inc., PSC, and Sesa signs, See Exhibit-B, Table-1 for a DMS sign list. Only 30-units Statewide are being called out for annual preventive maintenance inspection under this contract .

1. Site Check, DMS trailer hardware inspection

   a) ***Record*** sign message status as found on sign upon arrival.

   b) String trim all vegetation from under and around portable DMS trailer and or sign posts and ground mounted cabinets at fixed location sign installations.

   c) ***Inspect*** the area around semi-permanent located portable DMS board. Look for any signs of erosion that may cause undermining of the sign pad or jack stands. Note and report any actions that should be taken.

   d) ***Inspect*** electric meter pedestal, electric cut-off switch, and conduit associated with main commercial electric feed for DMS. Note, record, and report deficiencies. Verify documented electric meter number.

   e) ***Inspect*** the condition of the concrete foundations. Look for large cracks and delaminating concrete. Note, record and report any problems.

   f) Lubricate all moving mechanical parts with white lithium grease

   g) ***Check*** to make sure trailer is level. Do a visual check of the signboard to make sure display is level as seen from 100 feet.

   h) ***Inspect*** leveling jacks-apply a light coating of motor oil heavy weight SEA 30 on legs and if capable inject Multi -Purpose Grease into grease fittings on jacks

   i) ***Replace*** Department provided padlocks as needed.

   j) ***Inspect*** hinges and cabinet doors should for corrosion and lubricated. Handle with care if door is seized shut. Forcing the door open will break the hinge welds.

k) ***Lower Sign display*** all the way and check the hydraulic fluid level in the reserve tank. Level should be 3/4 full with Dexron III Transmission Fluid. ***Document*** need for fluid.

l) ***Remove*** any insect, rodent, or bee nests from sign

m) ***Verify*** that all conduit entry and exit points are sealed with steel wool to prevent rodent entry install steel wool if necessary.

2. DC Battery Power System

a) **Fill** flooded cell batteries with distilled water (only) as needed. ***Note*** any exposed cores on PMI report. Fluid level should be right up to the bottom edge of the fill hole.

b) ***Inspect*** glass mat (AGM) battery cases, insure vents are clear of debris. ***Note*** battery service date if marked on batteries.

c) ***Inspect*** battery terminals and ring terminal connections for tightness. Clean and tighten if needed. Check for corrosion and apply terminal protector as needed.

d) ***Inspect*** all battery cables for proper connection fitting, knicks, breaks, corrosion or chew marks. Replace as needed.

e) ***Measure and record*** battery bank voltage. Fully charged batteries should read 13.4 (Sunny) 12.5 (Cloudy) volts. Discharged batteries should not drop below 12.0 volts. Isolate individual batteries as needed to evaluate current state of battery bank if nominal battery bank terminal voltage is not observed.

f) ***Measure and record*** solar panel voltage output. Panels under load should read 20.0 volts (nominal) on a bright sunny day. Check charging current using clamp meter, or with on-board, original manufacturer metering.

g) ***Inspect*** solar panel surface(s) for cleanliness and ***clean*** as needed.

h) ***Remove*** snow and ice from solar panels and trailer as needed.

i) ***Check*** tilt angle of solar panels and set for 45-degree nominal angle to the horizontal plane. Panels should face southwest for maximum performance. Or alternatively panels may face to the most exposed portion of the southerly horizon depending upon road alignment and tree line. Adjust as needed.

j) ***Verify*** brake system for solar panels, display is engaged and not loose. ***Tighten*** if needed.

3. Display and Display Electronics

a) ***Clean*** Display as needed. The plastic sign face should be cleaned (using dishwashing liquid and water) IMPORTANT NOTE: Do not use window cleaner (Windex) to clean Lexan panel.

b) Perform a visual pixel test on the message sign using the chessboard or sign test function. Inspect display for anomalies in display. ***Record*** results

c) ***Inspect*** display and housings for rodent damage and or any insect nests inside or on the message sign.

d) Perform sign self-diagnostics (if supported) and ***record*** any error codes.

e) ***Verify*** display alignment using sight tube, adjust to allow for maximum view time to on-coming traffic. Check original manufactures literature for optimization.

4. Communication mounts, cabling, and remote functionality

a) ***Inspect*** the radio frequency (RF) coaxial cable for damage. Look for kinks, nicks crush points, or damaged insulation. Ensure RF cable is secured throughout their routing to antenna. Correct as necessary

b) ***Inspect*** RF connections for proper fittings and correct weather sealing.

c) ***Inspect and note*** condition of antenna.

d) ***Verify*** the RF cable is attached to a Polyphaser, lightning arresting device and that Polyphaser is properly tightened and attached to a place bonded to the central earth terminal ground. (if applicable)

e) ***Verify*** cell modem status LEDs. ***Record*** status.

f) ***Verify*** remote operation after all inspection activates are completed and access doors are secured. ***Verify*** operation by calling TMC at 271-6862 and request a test message. Verify that the message is correct and that the sign can also be remotely blanked. Have TMC restore previous message if applicable and ***Record*** results of remote test message operations by TMC. ***Record*** message status as left prior to departure from site.

 Initial VJ Date 10/22/21

EXHIBIT-B

SECTION-3, RWIS Preventive Maintenance Inspection

The system (as of January 1, 2021) is composed of Vaisala, formerly Surface System Incorporated (SSI), RWIS Stations, Guardian Ice Watch equipment and LX remote processing units and Lufft pavement sensors. See Exhibit-B, Table-1

1. Site Check

   a) Trim all vegetation from around mounting structure base. Be careful not to damage exposed elements of the earth electrical ground system.

   b) ***Inspect*** the area around the mounting structure base. Look for any erosion of the soil that may cause undermining of the foundation or the concrete pad. ***Report*** need to replace missing soil. Note what may be causing the erosion and anything that may be done to prevent it. Such as gravel or re-grading the area around the site.

   c) ***Note*** any vegetation that is hanging over or surrounding the station and causing interference with access, the anemometer or the present weather detector operation. ***Record*** detail as to amount, distance, and height, with photographs.

   d) ***Inspect*** electric meter pedestal, pole, wires, and conduit associated with main commercial electric feed for RWIS station or instrumentation. Note, record and report deficiencies. Verify documented electric meter number.

2. Mounting Structure Mechanical Check

   a) ***Inspect*** the condition of the concrete of mounting structure base. Look for large cracks and delaminating concrete. Note, record and report any problems.

   b) ***Inspect*** the connections of the mounting structure to foundation. Look for missing, damaged, or extremely corroded nuts and bolts. Remove and replace hardware as needed.

   c) ***Inspect*** the lightning ground system. Ensure a bonding system is properly connected to all system components including the air terminal. Check the wire(s) and connections for breaks and corrosion. Check that the connectors or cad welds are attached to the structure securely. Check for tightness, corrosion, damage and verify that the wire is secure in their respective lugs.

   d) ***Verify*** that each anti-climb panel is secured to folding tower. ***Note*** any problems.

   e) ***Check*** the stability and attachment of the RPU cabinet, and any other cabinets attached to the tower. Ensure all mounting hardware is present and tight.

f) ***Inspect*** tower folding mechanism. Check condition of all mounting hardware replace any damaged or missing nuts, bolts or u-bolts. Check condition of tower wench. Wench should operate freely, lubricate with lithium grease if necessary. Inspect the lowering cable for fray damage and or corrosion. Schedule replacement of cable if necessary.

g) ***Check*** condition of all padlocks. Clean with a solvent and lubricate with a **DRY LUBE, DO NOT USE ANY TYPE OF GREASE**. Replace with Department provided Master lock #2882 if necessary.

h) ***Inspect*** the physical mounting of all sensors mounted to a structure. ***Inspect*** all sensor cables for damage including ultra violet light damage. Ensure that cables are securely connected to the mounting structure in a manner that prevents damage from icing, wind or rain and minimizes direct sun light exposure.

i) ***Inspect*** the condition of all conduits. Ensure they are properly terminated to the RPU or other device. Check for broken or cracked PVC, and damaged fittings.

j) ***Remove*** insect, rodent, or bird nests from tower, pole, base and or cabinets. ***Implement or recommend*** prevention or deterrent methods.

k) ***Verify*** that all conduit entry and exit points are sealed with steel wool to prevent rodent entry install steel wool if necessary.

3. Enclosures, and RPU hardware

a) ***Inspect*** mounting hardware, door hinges, and cable thimbles for proper installation. Replace or repair as necessary. ***Seal*** any abandoned conduit or hardware holes.

b) ***Verify*** that steel wool is placed inside all conduits entering from the ground. Replace if necessary.

c) ***Verify*** that all mounting hardware is securely fastened to the back plate.

d) Visually ***inspect*** that all cards and cables are completely seated in their respective sockets.

e) Visually ***inspect*** all (instrument) wire terminations on both input / output boards. Look for loose, frayed, broken, or un-terminated wires. ***Record*** as found condition.

f) Visually ***inspect*** LEDS located on the analog data board, CPU board, and octal board. All LEDS should be flashing green. If these are not flashing, or are amber in color, refer to the LX repair manual.

g) ***Verify*** that all drain, shields or ground wires are securely connected to the common ground buss. **Record** any exceptions.

4. Communication Mounts and Cabling

a) ***Inspect*** coaxial cable(s) for damage. Look for kinks, nicks crush points, or damaged insulation. Ensure cables are secured to the tower. Correct as necessary

b) ***Inspect*** connections for proper fittings and correct weather sealing.

c) ***Verify*** that the RF cable is attached to a Polyphaser, lightning arresting device and that Polyphaser is properly tightened and attached to a place that is bonded to the central earth terminal ground.

5. Electrical Service

a) ***Locate*** source of commercial electrical power. If the service is located in a building record the panel location, panel identifier, and breaker number on the RWIS information spread sheet. If RWIS is connected to a standalone service, ***verify*** meter number and supplying utility name against TSMO records. Record any problems with commercial service.

b) ***Measure and record*** voltage at electric service disconnect.

c) Shut off AC power feeding RWIS at service disconnect or primary electrical panel. ***Inspect*** service disconnect and associated power distribution wiring. ***Verify*** all wire terminations are correctly terminated and tight. Inspect wire for damage due to overheating or shorting. Look for any damage to internal mechanisms and enclosure and insect infestations. ***Verify*** that disconnect mechanism works correctly.

6. Battery Backup System

a) ***Inspect*** stability of cabinet(s), and connecting conduits. ***Record*** any problems on site spread sheet.

b) ***Inspect*** vents, clear debris if necessary inspect for insect infestations.

c) ***Locate*** fusible link or breaker on load-side of the batteries. Ensure fuse or breaker is present, sized correctly, and connected correctly.

d) ***Inspect*** all wire connections to batteries. Check for corrosion on battery terminals. Clean terminals and wire if corrosion is found. ***Record*** in-service date marked on batteries.

e) Disconnect input power to charger. Isolate battery terminals, then ***measure and record*** each battery's terminal voltage. Reconnect wires to complete normal battery configuration, and load test all batteries with a battery tester.

f) Reconnect battery connection to charger and ***record*** float voltage after a period of five (5) minutes.

7. Remote Processing Unit (RPU) Direct Current Voltage (DCV) Measurements

h) ***Measure and record*** the 12-volts, minus 12-volts, and 5-volt test points from the A and B board. NOTE: If the 5-volts is lower than 4.8 volts the power supply needs to be adjusted or replaced to prevent damage to the CPU and flash card.

i) In cases were the RPU is equipped with a 12-volt DC to DC power supply, measure ***and record*** voltage(s) at the test point(s) on the power supplies.

8. RPU Software

a) log in to RPU. ***Record*** current firmware version. ***Recommend*** updates to the firmware version as necessary, if the version is not current.

b) ***Perform*** station configuration back-up and save .TGZ file to a laptop hard drive. This will allow for easy restoration of the station in case of flash card failure. ***Transmit*** .TGZ file to the attention RWIS Technician, NHDOT, Bureau56@dot.nh.gov

a) ***Verify*** the correct GPS coordinates are entered, and the station name is correct.

9. Non-invasive Pavement Sensors

a) Remote Road Surface Temperature Sensor, DST 111

I. Verify DST 111 is properly aimed at the desired area of the road surface by looking along the straight part of the covers lower edge.

II. Functional Check, Refer to DST 111 user's guide Page-46. Follow instructional commands for a functional check.

III. Disassemble and clean detector window and hood with mild detergent and soft lint free cloth. A non-streaking glass cleaner may also be used.

c) Remote Road Surface Condition Sensor, DSC 111

I. ***Inspect*** DSC 111 device, cables, and connectors for noticeable damage. Record findings

II. ***Verify*** the device is aimed at the desired area of the road surface, by looking along the straight part of the covers lower edge. For description of the aiming procedure refer to page-23 of the DSC111 State sensor manual

III. Follow the procedure on page-82 of the DSC111 sensor manual.

IV. If cleaning is necessary, please refer to Page 84 of the DSC111 State Sensor manual for commands and procedures. Note: In most cases cleaning will not be necessary due to the protection provided by the hoods.

V. ***Calibrate*** as needed if the color of the road surface has dramatically changed since the time of original installation, for example a resurfacing or a seal. Refer to Page 86 of the DSC111 State Sensor manual for detailed calibration procedure.

10. Sub surface temperature probe.

a) ***Verify*** temperature is displayed in the RPU.

b) With an ohm meter, ***measure and record*** the resistance between the two white wires going to the sub probe. Compare the resistance readings to the conversion chart in the LX manual. The temp display in the RPU should match the converted ohm reading. ***Record*** difference in reading.

11. Relative Humidity (RH) and Air Temp Sensor

a) ***Verify*** the performance of the RH and Air Temperature by comparing the air temperature and relative humidity readings with those derived from a calibrated temperature and humidity meter.

12. Met One Barometric Pressure Sensor

a) ***Verify*** data is being displayed in the RPU.

13. OSi WIVIS 430 model

a) ***Inspect*** lens heaters, touch each lens next to the disc shaped heaters that are bonded to the upper and lower inside surface of the lenses. The lenses should be warm to the touch when operational.

b) ***Clean*** the lenses on the sensor head with a lint free cloth and common glass cleaner. Remove all spider webs and bird droppings from the head.

c) ***Calibrate*** as needed, for model 430, connect your laptop to the serial cable going to the WIVIS head. Using hyper terminal set at 8, N, 1 9600 baud. Send the "C" poll command and observe the response. Using Optical Scientific Inc. technical manual for OWI-430 WIVIS. Refer to Page 5-1 under the "quick check of data fields" and ***verify*** appropriate value ranges of the polling string.
If the values are outside of the ranges listed, contact OSI technical support for help in determining if the WIVIS needs to be sent to factory for recalibration.

 Initial VS Date 10/2/21

14. Present Weather Detector (PWD) 12

a) ***Clean*** the transmitter and receiver lenses and hood. Use a lint free cloth and common house hold glass cleaner.

b) Before cleaning the rain cap, Technician ***shall*** prevent electrostatic discharge through instrument by use of a static wrist strap. ***Clean*** the rain cap sensor with a lint free cloth and mild detergent. Be careful not to scratch the surface.

c) Use manual provided with PWA 11 calibration kit for directions on how to calibrate the visibility function.

15. Ultrasonic Anemometer (WMT700)

a) ***Verify*** wind data is present in the RPU.

b) ***Verify*** there are bits in the received data fields under the serial link in the maintenance menu.

c) ***Clean*** any spider webs or debris from the sensor. Be careful not to damage the transducers.

d) ***Inspect*** each transducer probe to insure it is not damaged.

e) Place a plastic bag over the sensor and ***verify*** that the wind speed reading in the RPU goes to zero.

f) ***Measure and record*** the voltage of the power supply.

15. Remote Road Surface Condition Sensor, Luffi NIRS31, Three (3) Sites only

a) ***Verify*** the operation of station remote processing unit (RPU) by referring to the LCD screen on the LCOM RPU. Verify there are no sensor errors highlighted in red and that sensor is providing road conditions. ***Document*** as found readings.

b) ***Verify*** the tightness of the screw terminals on the power supply and ANACON/ISOCON sensor interface modules and verify that the green heartbeat LED flashes and the red error LED is off. See the technical manuals for operation of the LCOM and ANACON/ISOCON sensor interface modules.

c) ***Inspect*** the NIRS31-UMB device, cables, and connectors for noticeable damage. Verify that mounting bracket is secure. ***Document*** findings.

d) ***Verify*** the sensor is aimed at the desired area of the road surface by looking through the sounding tube located on the lower rear of the sensor housing. See page-18, subsection 8.2 of the NIRS31 manual.

 Initial W Date 10/12/21

e) ***Clean*** the transmitter and receiver windows using a damp, wrung out cloth. Then dry the plates with a dry, dust-free cloth.

f) ***Replace*** the lamp (reflector unit) annually as outlined on page-30, subsection 14.1 of the NIRS31 manual.

g) Using the Lufft service software, perform a new adaptation to recalibrate the unit as outlined on page 25, subsection 11.0 of the NIRS31 manual.

h) ***Reset*** the service level indicator as outlined on page-32, subsection 14.3.

i) ***Verify*** operation by using the adaptation status function on page-33, subsection 14.5.

j) ***Verify*** operation of sensor on the main screen of the Lufft LCOM RPU. Verify once again there are no errors and that the unit is displaying pavement temperature and condition. ***Document*** as left road conditions as measured by instrument.

16) Video Camera

a) ***Clean*** RWIS camera dome or housing window, with glass cleaner and towel.
b) ***Verify*** that a current image is being sent to the RPU.

 Initial [illegible] Date 10/12/21

EXHIBIT-B

SECTION-4, CCTV Camera Preventive Maintenance Inspection

The Statewide system is composed mainly of pole mounted Axis PTZ cameras with MG² lowering systems.

Some cameras are collocated with RWIS equipment and may be lowered by tilt-over tower. Others may be co-located with a second camera on a common pole.

A few cameras are located on poles that cannot be lowered and or are located on overhead sign structures and will require a bucket truck to access the camera location.

a) ***Note*** camera location on PMI report. Road, road side direction, mile marker.

b) ***Confirm*** current operational status of camera prior to lowering by loggoing on to ITS device or by contacting the TMC at 271-6862

c) ***Confirm*** standard lowering access through pole hand hole, and verify normal lower device action through operation.

d) ***Inspect*** overall condition of camera housing and connector housing and contacts.

e) ***Clean*** camera housing dome as needed with glass cleaner and soft lint free cloth.

f) ***Inspect*** for scratches and apply plastic polish to remove light scratches as necessary. Remove and replace dome if damaged

g) Apply Rain-X to camera dome

h) ***Verify*** normal rising of camera or pole and locking of camera connecter through operation.

i) ***Confirm*** operational status of camera after PMI with TMC 271-6862

 Initial VS Date 10/12/21

EXHIBIT-B

SECTION-5, ITS Cabinet Preventive Maintenance Inspection

The Statewide system is composed of a variety of ground and pole-mounted NEMA rated cabinets with various options including, but not limited to; front and rear access doors, single sided access, thermostatically controlled heater, ventilation fans, commercial power management modules, surge suppression, backup generator hookup, and un-interruptible power supplies. Task list may not be applicable to all cabinet and or cabinet configurations.

1. Cabinet

a) Note cabinet ***name*** or location on PMI report. Road, road side direction, mile marker. Example: I95 N 8.0 ICAB

b) Confirm standard access through operation of all door locks, doors latches, handles and hinges. Lubricate as needed, and note any deficiencies on PMI report

c) Inspect door seal(s) for integrity and condition. Treat seals with moisturizer or ***Note*** if seal replacement is required.

d) ***Measure and record*** in ohms earth ground bond resistance of cabinet through use of clamp Ohm meter

e) ***Note*** present style, quantity of door air filter, ***note*** height and width in inches for replacement filters. Paper filters shall be phased out.

f) Inspect wire minders; look for missing hardware, and cable dressing. Check bending radius of fiber optic cables.

g) Check for rodent intrusion and insect infestation, note presence of either on PMI report. Seal conduit openings inside cabinet to prevent rodent intrusion.

h) Clean debris, dust and pollen from cabinet by forced air, vacuum, or combination of both.

i) Test GFI AC outlet breaker for trip and reset action.

j) Test heater thermostat operation by operation of thermostat. When seasonal air temp' allows.

 Initial [illegible] Date 12/12/21

k) Bypass thermostat to verify heating element is operational

l) Test ventilation fan by operation thermostat. Use heat gun if necessary

m) Test cabinet light by operation of cabinet doors.

n) ***Inspect*** all rack mounted equipment for alarms lights and indicators. Check for alarms condition, manually clear alarms if not relevant and report continuous alarms to Communication Supervisor for unscheduled maintenance job tracking.

o) Remove commercial power from cabinet by operation of electric breaker and confirm proper operation / take over by UPS. ***Verify*** continued power condition of applicable devices. Measure and record total system current draw in DCA on common battery cable. Verify consistency with any local indications of current draw and voltage of applicable UPS models with display and or remote diagnostics.

p) ***Measure and record*** commercial power quality. Voltage, phase, and harmonic distortion

q) Identify if subject cabinet is associated with a pre-existing or planned fiber optic connection path. ***Note*** if (locating) tracer wire and Trace-Safe terminal connection points is ***present or needed*** on outside of cabinet.

2. Communication Items

a) ***Inspect*** the communications cables for damage. Look for kinks, nicks crush points, or ultraviolet light damaged insulation. Ensure cables are secured. Correct as necessary.

b) ***Inspect*** connections for proper fittings and correct weather sealing. ***Note*** any deficiencies and correct as needed.

c) ***Verify*** that RF cables are attached to Polyphaser(s), lightning arresting device. And further that the Polyphaser is properly tight and attached to a place that is bonded to the central earth terminal ground.

d) ***Verify*** POE and surge suppression related to any associated device(s) is property mounted, wired, and bonded to earth ground.

e) ***Inspect*** fiber patch panels, check vacant patch panel ports for missing dust caps. Replace as needed.

f) ***Verify*** that active patch cables are seated, excess length stored or minded in a way that provides for proper system operation while reducing risk of accidental damage.

f) ***Verify and record*** inventory of replacement fiber patch cables in applicable cabinets.

g) ***Verify*** inventory information of ICAB as provided by Department. Redline corrections, omissions, and deletions.

h) Inspect electric meter, primary breaker panel for tampering and or damage. These are generally located outside to the limited access right of way of highway or Turnpike.

EXHIBIT-B, Section-6, ITS Work Plan Template

Issue / work order number _____ Date Submitted _____

Schedule	Begin Date: _____	End Date: _____
	Begin Time: _____	End Time: _____
Interim Dates	Date: _____ Date: _____ Date: _____ Date: _____	
Shop Work Described		
Human Resources	Title _____	Hours _____
	Title _____	Hours _____
Field Work Described		
Location-1 Location-2	_____ _____	
Human Resources Including Subcontractors	Title _____	Hours _____
	Title _____	Hours _____
	Title _____	Hours _____
	Title _____	Hours _____
Travel in excess of 2-hours round trip	Vehicle(s)	Hours _____
	Number of personnel	_____
	Personnel	Hours _____
Specialized Equipment Type	Crane	Hours _____

TSMO Reviewer: _____ Date of NTP _____

 Initials VS Date 12/12/21

1) Contractor is required to coordinate self-provided highway ***shoulder closures*** with NHDOT Transportation Management Center (603) 271- 6862. Contractor shall use self-owned traffic control devices (i.e. signage) in quantities and locations and distances recommended by the most current version of the **Manual on Uniform Traffic Control Devices (MUTCD)** for all state routes and divided highways with the exception of NH Turnpikes. Please see item #2 with regard to Turnpike shoulder closures.

All contractor vehicles engaged in maintenance on state highways and turnpikes shall be outfitted with permanently installed amber warning light(s). Roadside work shall ***not*** be scheduled on business days adjacent to or on Federal and State holidays when heavy traffic volumes are anticipated. Exceptions to this shall only be if the Department has conveyed an urgent service request, such as a system failure to the Contractor.

2) Contractor shall coordinate with the respective highway maintenance district, Turnpike Bureau and or Bridge Maintenance Bureau for ITS maintenance that requires ***travel lane closure(s).*** Additionally, Bureau of Turnpikes maintenance will provide traffic control and signage for ***shoulder closures.*** on NH Turnpikes. Coordination with Rail & Transit Bureau will be required for unrestricted access to camera poles at transit center parking areas. Contractor shall be prepared to work 2nd and or 3rd shift for temporary highway travel lane closures when directed by TSMO based on traffic volumes of roadway. Time of day for travel lane closures shall be determined by the applicable NHDOT District / Turnpike Engineer.

Contractor shall be responsible for ensuring a notification has been made to NHDOT, Transportation Management Center relative to start and stop times of shoulder and travel lane closures start and end time(s) by voice notification to (603) 271-6862.

3) Travel allowances shall be calculated for person(s) and vehicle(s) only after travel time(s) exceed 2-hours round trip to an ITS or communication device location from contractor's closest company location within New Hampshire Or from the closest New Hampshire State border to a work site ***at a hourly rate specified in Exhibit-C, Section- 4.*** Travel rates ***shall not*** be calculated and invoiced for preventive maintenance inspections.

4) Contractor shall provide for access to Department owned communications or ITS devices by crane or lift with a reach of 50-feet or more when required for personnel and materials ***at an hourly rate specified in Exhibit –C, Section-4.*** NOTE: Lifts or cranes with a reach of less than 50-feet will not be compensated for.

5) Contractor shall be required to provide 24-7-365 point of contact for priority system failures that require repair.

6) As requested, and on a mutually agreed schedule, provide for preventive maintenance inspections **(PMI) of solar powered *DMS*** on site, completing all necessary tasks at the ***fixed price*** per site, as identified in ***Exhibit-C, Section-5,*** Solar Powered, DMS. The minimum required preventive maintenance inspection (PMI) task list is included in Exhibit-B, Section-2.

7) As requested, and on a mutually agreed schedule, provide for preventive maintenance inspections **(PMI) of *RWIS* system field site,** completing all necessary tasks to meet equipment specifications at the ***fixed price*** per site, as identified in ***Exhibit-C, Section-5,*** RWIS PMI. The minimum required PMI task list is included in Exhibit-B, Section-3.

8) As requested, and on a mutually agreed schedule, provide for preventive maintenance inspections **(PMI) CCTV Camera** on site, completing all necessary tasks at the ***fixed price*** per site, as identified in ***Exhibit-C, Section-5,*** CCTV Camera PMI. The minimum required PMI task list is included in Exhibit-B, Section-4

9) As requested, and on a mutually agreed schedule, provide for preventive maintenance inspections **(PMI) of ITS cabinets** on site, completing all necessary tasks at the ***fixed price*** per site, as identified in ***Exhibit-C, Section-5,*** ITS Cabinet PMI. The minimum required PMI task list is included in Exhibit-B, Section-5.

10) As requested provide repairs to a failed ***ITS Subsystem (on-site)*** at a cost per hour specified in ***Exhibit - C, Section – 1.*** Subsystems such as ***closed circuit television camera (CCTV), variable speed limit (VSL) sign, portable dynamic message sign (DMS) fixed-location dynamic message sign (DMS), motor vehicle detection systems (MVDS),*** and ***roadway weather information systems (RWIS)*** has failed. Contractor shall deploy working CCTV camera the during the first site visit at the time and place a CCTV camera failure is discovered.

11) As requested provide for replacement of obsolete ***ITS Subsystem (on-site)*** at a combination of fixed cost and per hour rate (bid) completing all described work in work plan at rates specified in ***Exhibit – C.***

12) As requested, provide component repairs to failed ITS device components off- site at an ***offsite shop rate*** identified as cost per hour specified in ***Exhibit –C, Section- 1.*** No travel allowance shall be associated with these repairs

13) As requested provide for repairs to failed tower and pole mounted ITS ***microwave RF systems*** on site at a costs, per person, per hour specified in ***Exhibit –C, Section- 2 and Section-3.***

14) As requested provide for replacement to ***obsolete*** tower and pole mounted ITS ***microwave RF systems*** on site completing identified work descriptions in work plans, per person, per hour as specified in ***Exhibit –C, Sections-2 and Section-3.***

15) As requested provide for replacement of ***obsolete*** RWIS system components including remote processing unit (RPU) completing identified work descriptions in work plans, per person, per hour as specified in ***Exhibit-C, Section-1 and Section-2.***

16) As requested provided for replacement and installation of obsolete ICAB components up to and including the entire cabinet and contents completing identified work descriptions in work plans, per person, per hour as specified in ***Exhibit-C, Section-1 thru 4, and Section-6.***

17) As identified through Department and Contactor change management practices, provide for ***documentation and reports*** for FCC CFR-47, Part-101 license frequency coordination, as well as license modifications of current Part-101 and Part-90 Department authorizations at cost per hour as identified in ***Exhibit-C, Section-6.***

18) As requested, provide for preparation and installation of new, used, and or replacement communications components such as but not limited to; Ethernet radios, cellular data modems, ethernet switches, media converters at a cost per hour identified in ***Exhibit-C, Section - 2, ITS Comm' Hub Equipment***

19) As requested, provide repairs to failed ITS Communication hubs to reestablish commercial or back-up power, and or re-establish communication with other device(s), ITS microwave or fiber backbone at the cost per hour as identified in ***Exhibit – C, Section – 2, ITS Comm' Hub Equipment*** repair.

20) As requested, provide repairs to failed commercial electric service to ITS devices by retention of a NH licensed electrician at the cost per hour as identified in ***Exhibit – C, Section – 2, Commercial electric service*** repair.

21) As requested, provide repairs to failed solar power plant at a cost per hour as identified in ***Exhibit – C, Section – 2, Solar Power Plant*** repair.

22) As requested, provide repairs to failed battery backup system UPS at a cost per hour as identified in ***Exhibit – C, Section – 2, Battery Backup System UPS*** repair.

23) As requested assist in identifying suitable roadside location sites for new proposed ITS devices and provide site marking layout for device, commercial electrical service, and wireless communications at cost(s) per hour as identified in ***Exhibit-C, Section-6, Site marking, layout*** and ***Commercial Power Planning and Coordination.***

24) As requested provide technical support for ITS communication hubs development to establish commercial or back-up power, and communication connectivity with either ITS device(s) or ITS communications such as wireless or fiber optic cable at a cost per hour as identified in ***Exhibit – C, Section – 6, ITS Communications Study.***

25) As requested, provide technical assistance and review of the Department's Statewide ITS Network Architecture to ensure continuity through change management of ITS systems, subsystems, and communications as those elements transition from design, construction, and or warranty maintenance to contracted maintenance at a cost per hour as identified in ***Exhibit – C, Section – 6, Documentation and Reports.***

26) As requested, provide for repairs and maintenance of ITS buried fiber optic infrastructure including but not limited to; fiber optic cable, conduit, pull boxes, splice enclosures, and vaults at a cost per hour as identified in ***Exhibit-C, Section-2, Fiber Optic Systems*** repair.

27) As requested, provide for new, and or replacement buried fiber optic connectivity by installation of fiber optic infrastructure related to retrofitting ITS (device) sites at a cost per hour as identified in ***Exhibit-C Section-6, fiber optic retrofitting.*** Service shall include fiber testing, commissioning documentation, and or as-built documentation.

28) As requested, provide for repairs or component replacement to ITS communication tower, pole, or water tank-mounted ITS microwave antenna systems or Ethernet radio at a ***cost per hour, per person,*** identified in ***Exhibit –C, Section-3.*** It is not anticipated that each of the persons listed in Exhibit-C, Section -3 will be necessary for each and every case of communications repair, but a predefined rate for each shall be established through this contract. Contractor will be required to identify persons needed for such repairs through submitted work plans.

29) All repair services associated with ITS equipment shall comply with the requirements contained herein. Service shall be limited to those that are requested through work requests and those problems conveyed to the Department by the Contractor as needing to be done and approved by Department prior to substantial work effort. Repairs shall be in accordance with the ITS system(s) as originally designed, original manufacturer's service and repair instructions, industry best practices and the current National Electric Code, whichever is more stringent.

30) Repairs made to equipment and installation parameters regulated by CFR-47, Part-90 and or Part-101 devices shall be done in such a way that the Department complies with applicable and current Federal Communications Commission (FCC) authorizations and the Communications System Design, as engineered, and (currently) installed. Exceptions to this may only be granted by the Department's ITS Engineer or their designee.

31) NHDOT shall issue a work request description and number for each device repair, subsystem repair or replacement, off-site repair, and contractor identified replacement part or combination of the aforementioned of each occurrence. Individual parts or a combination of parts with a total value greater than $250.00 per occurrence needs to be authorized by NHDOT, Communications Supervisor and detailed by Contractor per work request number and submitted as attachment to subsequent invoicing.

32) The Department reserves the right to make additions and deletions to this Scope of Services, Exhibit-B as required by budgetary restraints, State and or Federal regulation or unrealized requirements. Changes implemented by the Department shall be limited to those that do not require rate increases to contracted rates. However, an addition could also be by Governor and Council approved and mutually agreed contract amendment. Such a proposed amendment would be an increase in total contract value during the term due to unrealized needs or additional (contract) funding authorization. An amended contract value would be limited to using the established contracted rates.

33) Problems inherent to the NH facilities or problems caused by Contractor shall be communicated to NHDOT, Communications Supervisor, per occurrence before close of business 16:00 (local) of each business day while work is in progress and at the beginning of each business day 07:00 (local) for work that occurred during 2nd and 3rd shift. See contact information.

34) Contractor shall be responsible for securing and disposing of all waste and packing materials generated by work. Reusable containers shall be returned to the Department.

35) Contractor shall be required to make available on timely basis, the company owner, general manager, project manager(s) and accounts receivable personnel for resolution of problems. Contractor shall designate a ***service manager*** apart from field personnel engaged in field repairs to be the primary contact for requested services and problem resolution.

36) Termination of this agreement may be accomplished by either party. Agreement termination shall be accomplished by written and dated letter and further sent by certified mail to contact information listed in Exhibit-B (below). Termination shall be effective thirty (30) calendar days after date of letter.

Department: Attention TSMO Administrator
NHDOT, Bureau of TSMO
PO BOX 483
Concord, NH 03302-0483

37) In cases where the Contractor terminates the contract agreement, NHDOT may at its own discretion, have the repairs already identified and reported to the contractor at the time of termination completed by a third party at the contractor's expense.

38) In cases where NHDOT terminates this agreement prior to all existing work requests completion, both parties shall determine a mutually agreeable amount of compensation at the contracted rates for all work performed by contractor as of the date of termination.

39) Contractor shall provide personal and subcontractors assigned to work at the Transportation Management Center (TMC) that are able pass a National Fingerprint-based criminal history record. Contractor shall identify all individuals assigned to work at the TMC. All Contractor and subcontractors will be required to submit to a Criminal Justice Applicant (CJAP) national fingerprinting. NHDOT reserves the right to deny facility access to individual personnel based on the results of the CJAP. The Contractor shall not file a claim against the NHDOT for failure to provide facility access. Individuals passing the CJAP shall maintain a clean record enforced during the contract term or alternatively report noncompliance to the Bureau of Transportation Systems Management and Operations, Administrator. All costs associated with conducting the CJAP shall be the responsibility of the Contractor. Information to schedule a CJAP is available on the NHDOS Website: https://www.nh.gov/safety/divisions/nhsp/jib/crimrecords/index.html

Bureau of TSMO Administrator shall make final determination about the suitability of all Contractor personnel working at TMC

40) Contractor's representative shall be required to participate monthly (new) ITS construction meetings to review changes, additions, and deletions to the DOT ITS communications system as well as job status review. The meeting duration shall be approximately 1-hour and shall be scheduled at mutually agreed time and is contractor administrative time that will not be compensated for.

EXHIBIT-C

Section-1, ITS Sub-System Unscheduled Maintenance

Sub-system	Cost Per Hour			Est # of Hours	Subtotal Yearly Cost
ITS Sub-system repair on-Site	$100.00	X	Hr.	705	$70,500.00
Off site ITS repair Shop Rate	$100.00	X	Hr.	48	$4,800.00
Subtotal cost for Sub-system Repairs					**$75,300.00**

EXAMPLE	COST		HOURS	
Service Described	$3.00	x	8	$24.00

Initials: VS Date: 10/12/21

EXHIBIT-C

Section-2, ITS System Unscheduled Maintenance Repairs

System	Hourly Cost			Est # of Hours	Subtotal Yearly Cost
Microwave RF System Repair	$100.00	X	Hr.	200	$20,000.00
Fiber Optic System Repair	$120.00	X	Hr.	25	$3,000.00
ITS Comm' Hub Equipment Repair	$100.00	X	Hr.	75	$7,500.00
Commercial Electric Service Repair	$100.00	X	Hr.	8	$800.00
Solar Power Plant Repair	$100.00	X	Hr.	15	$1,500.00
Battery Backup System UPS Repair	$100.00	X	Hr.	8	$800.00
Subtotal cost for System Maintenance Repairs					$33,600.00

Intials VJ Date: 10/12/21

EXHIBIT-C

Section-3, Tower / Pole Mounted Microwave Antenna Repair

Personnel	Cost per Hour While on site			Estimated Hours per year	Total Cost Per Year
Tower Climber	$100.00	x	Hr	40	$4,000.00
Ground Crew Member	$100.00	x	Hr	40	$4,000.00
System Technician	$100.00	x	Hr	16	$1,600.00
Subtotal cost for Microwave Antenna System Repairs					$9,600.00

Intials W Date: 10/12/21

EXHIBIT-C

Section-4, Associated Maintenance Repair Cost

Travel Rate for Vehicle	Cost per Hour after 2-hrs Round Trip	Estimated number of Hours / Yearly	Extended Cost Cost times Hours
	$25.00	20	$500.00
Travel Rate for Technician	Cost per Hour after 2-hrs Round Trip	Estimated number of Hours / Yearly	Extended (hourly) Cost Price times Hours
	$75.00	20	$1,500.00
Crane or Lift with a reach of 50-Feet or more	Cost per Hour For lift or crane	Estimated Number of Hours / yearly	Extended (hourly) Cost times 25
	$300.00	25	$7,500.00
Replacement Parts & Components		Estimated Yearly Parts Costs	Fixed Cost to be included in the bid
		$70,000.00	$70,000.00
Replacement Camera AXIS Q6075-E, P/N 01752-004 with 5-year Warranty	Bid Price Per unit	Number of Camera Per year	Extended Cost 3 x Unit price
	$3,500.00	3	$10,500.00
Subtotal Associated Maintenance Repair Cost			**$90,000.00**

Initials VT Date: 10/12/21

EXHIBIT-C

Section-5, Scheduled Preventative Maintenance Inspections

ITS Sub-system	Cost Per UNIT		Number of Units	Subtotal Yearly
Solar Powered, DMS	$200.00	X	30	$6,000.00
RWIS PMI	$300.00	X	16	$4,800.00
CCTV Camera PMI	$125.00	X	40	$5,000.00
ITS Cabinet PMI	$125.00	X	50	$6,250.00
Subtotal cost for all Preventative Maintenance				**$22,050.00**

Initials VT Date: 10/12/21

EXHIBIT-C

Section-6, ITS Device Site Work

Sub-system	Cost Per UNIT			Est # of Hours	Extended Cost
Site Marking, Layout	$100.00	X	Hr.	8	$800.00
Communications Study	$100.00	X	Hr.	8	$800.00
Commercial Power Planning and Coordination	$100.00	X	Hr.	24	$2,400.00
Documentation and Reports including FCC license modification	$100.00	X	Hr.	16	$1,600.00
Fiber Optic Retrofitting	$120.00	X	Hr.	36	$4,320.00
Subtotal ITS Device Site Work					$9,920.00

 Initials VS Date: 10/12/21

EXHIBIT-C

Section-7, Tabulation Table

Subtotal from Section-1	Page 1 of 9	ITS Device Subsystem Unscheduled Maintenance	$75,300.00
Subtotal from Section-2	Page 2 of 9	ITS System Unscheduled Maintenance	$33,600.00
Subtotal from Section-3	Page 3 of 9	Tower Mounted Microwave Antenna Repair	$9,600.00
Subtotal from Section-4	Page 4 of 9	Associated Maintenance Cost	$90,000.00
Subtotal from Section-5	Page 5 of 9	Scheduled Preventive Maintenance	$22,050.00
Subtotal from Section-6	Page 6 of 9	ITS Device Site - Work	$9,920.00
		Total Annual Contract bid amount This is Your Bid ▶	**$240,470.00**

Initials VN Date 10/12/21

EXHIBIT-C

Section-8, Invoice and Billing Information

I. Invoices shall be addressed as specified.

NHDOT, Susan Klasen
Bureau of TSMO
PO Box 483
Concord, NH 03302-0483

II. Invoices shall be delivered by one of the following methods.

A. Mailed via United States Postal Service
B. Hand delivered to Bureau of TSMO, 110 Smokey Bear Boulevard, Concord NH.

III. Invoice(s) for all work performed from ***first*** day of each month to ***last*** day of each month shall be combined onto a single invoice. In addition to a letterhead identifying the Contractor by name, the invoice(s) shall contain the following information in a table or column format

A. A common invoice number for all corresponding DOT Issue numbers.
B. Date of invoice
C. DOT work request – Issue number(s) for completed work only.
D. Date(s) service was rendered per issue number for mufti-day jobs
E. Date maintenance was completed per issue number
F. A ***basic*** description of work performed with work ***site*** or equipment description.
G. Contract cost per work request for ***labor per person***
H. Cost per work request for ***materials***
I. Contract cost per work request for ***travel,*** if applicable

IV. The NHDOT, Bureau of TSMO, administrator shall make final determination of completed maintenance or work action, per work order (number). Requested changes, revisions, deletion, and or deferred payments by the Department shall be handled in writing by the Administrator or their designee.

V. Contractor shall establish a NET-30 terms for the Department.

VI. Successful Contractor shall provide ***accounts receivable*** contact information and any subsequent changes to that information as referenced in Section-9 that includes; name, title, mailing address, e-mail, and telephone number for mailing purposes and the resolution of all invoicing discrepancies.

SECTION-9, Contractor Contact Information

Revisions to this information should be messaged to NHDOT Invoice Contact a soon as possible.

Contractor Contact Information:

Name: Michael Mikula
Address: 702 Riverwood Drive, Pembroke NH 03275
Telephone number: 603-717-7117 (office), 603-608-9066 (cell)
Email address: Mike.Mikula@greenmtncomm.com

Contractor Service Manager

Name: Carl Plummer
Address: 702 Riverwood Drive, Pembroke NH 03275
Telephone number: 603-717-7117
Email address: Carl.Plummer@greenmtncomm.com

For Invoicing:

Accounting Manager, Jason Marchand
Telephone number: 603-717-7117
Email address: Jason.Marchand@greenmtncomm.com

After Hours Service 24-7-365 Contact

Name: Michael Mikula
Telephone number: 603-608-9066

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Green Mountain Communications' roots go back to when President and Founder, Victor Drouin, began his career in the 1980s installing microwave systems throughout the country. We have extensive experience installing, operating, and maintaining communication networks. With hundreds of customers and thousands of projects, Green Mountain can handle virtually any communications facility project, including installation, maintenance and repair of towers, antennas, microwave dishes, and two-way communication networks.

Today, our staff of sixty-four employees includes members specializing in public safety network infrastructure projects, including project management, system engineering, information technology, installation, integration, and maintenance. We have a 17,000-square-foot facility in Pembroke with an engineering lab, where materials can be staged, configured, and tested prior to site deployment.

Our range of specialties includes the following:

- In-Building Cellular Wireless
- Outdoor DAS
- Small Cells
- Tower Services
- Two-Way Communications
- Wired/Wireless Backhaul

The above services include radio frequency (RF) design engineering, site development, FCC licensing, permitting, leasing, zoning, construction, integration and maintenance.

Green Mountain has an extensive customer list, and our reputation demonstrates our commitment to the public sector. Our client base includes state, county, and local customers such as the New Hampshire Department of Transportation, the Cities of Dover, Keene, Manchester, Rochester, Nashua, the Towns of Brentwood, Chesterfield, Hanover, Harrisville, North Hampton and Salem, NH National Guard, Massachusetts State Police, Massachusetts Emergency Management Agency, Maine Department of Transportation, Rhode Island State Police, and other government agencies throughout the Northeast.

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Resumes

Green Mountain Communications, Inc. (Green Mountain) has over 35 certified tower climbers on staff. The following is a list of the key personnel who will be dedicated to the ITS Maintenance Contract:

Steve Connor, Senior Project Manager
Overview: Mr. Connor, with over three decades in Project Management, has provided his expertise in multifaceted projects and provides oversight to several reporting team members in his department. His early career in federal and state projects in heavy construction set the foundation for his detailed project management in wired/wireless systems that he has managed for the past 24 years.
Project Specific Experience: NHDOT - I-93 ATMS Salem to Manchester; MAPC, NERAC14, MW Backhaul; NHDOT I-95 ATMS Seacoast Corridor; MAPC, NERAC11, MW Backhaul; City of Malden, MA, CCTV and MW Backhaul, Cianbro—Sarah Long Bridge, RTTM, DMS and Fiber installation for NH 11238Q Dover-Newington project with Severino Construction.

Carl Plummer, Assistant Project Manager
Certifications: Kaelus PIM Certified, Fiber Installer & Testing, CommTrain Certified Tower Climbing Safety & Rescue; Anritsu Site Master Line Sweep, RF Safety Training; OSHA 10 and 30 HR, #510 for the Construction Industry; DragonWave Installer Certification.
Overview: Mr. Plummer's 21.5 years of experience in single and/or multifaceted projects has earned him a solid reputation in Green Mountain as a trusted member on high profile and complex projects involving microwave radio and single mode fiber optic communications. He is responsible for leading field teams in the installation and diagnostic efforts for integrated, multi-vendor Microwave and Ethernet networking projects. He also manages most Green Mountain's Maintenance contracts and projects.
Project Specific Experience: NHDOT - I-93 ATMS Salem to Manchester; I-95 ATMS Seacoast Corridor; NHSafeNet, Statewide Public Safety Network; NH Electric Co-op, Microwave Statewide Backbone; MAPC, NERAC11, MW Backhaul.

Moe Chagnon, Network Engineer
Certifications: CCNA-Wireless, Routing and Switching; Microsoft Certified Systems Administrator-Wireless.
Overview: Mr. Chagnon has over 20 years in Project Engineering and Design in a wide variety of complex multi-discipline MW radio communication IP projects and single mode fiber optic communication projects. He is experienced with MW ITS System Designs and enterprise systems engineering for highly complex network architectures. Much of Mr. Chagnon's career has been spent in large scale network designs including designs for Fortune 500 companies. Mr. Chagnon's engineering redesign in the I-93 fiber corridor for NHDOT provided a redundant fiber optic connectivity option which was accepted and now allows for a switch failure at any cabinet without loss of additional cabinets.
Project Specific Experience: NHDOT - I-93 ATMS Salem to Manchester; I-95 ATMS Seacoast Corridor; NHSafeNet, Statewide Public Safety Network; NH Electric Co-op, MW Statewide Backbone; CapeNet LLC, OpenCape MW Network; MAPC, NERAC14, MW Backhaul; MAPC, NERAC11, MW Backhaul, Cianbro—Sarah Long Bridge.

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Ben Dabuliewicz, Field Service Technician
Certifications: Safety LMS Competent Climber/Rescuer, NWSA Certified Telecommunications Tower Technician I, MEWP's, RF Safety Training, OSHA 10, Heartsaver First Aid CPR AED. Certifications in Code 3 Installer, CJIS Security & Awareness, and numerous Motorola certifications including Dispatch Console Technical Professional, Astro 25 IV+D K, L/M Core Install Technician, P25 Network Professional and Motorola APX Programming (among others).
Overview: Experienced Technician with over 8.5 years' experience in Telecommunications and over 5 years electrical experience. Dedicated, hardworking professional who has advanced over the past five years from Tower Technician to his current role of Field Service Technician. Has been certified in many Motorola trainings. Versatile employee who can climb in the field, troubleshoot, as well as assist in the installation, repair and maintenance of two-way radios and microwave systems.
Project Specific Experience: NHDOT Maintenance, Town of Jaffrey Police Department, MAPC, and Cianbro—Sarah Long Bridge

Scott Jackson, Foreman
Certifications: Safety LMS Competent Climber/Rescuer, Radio Frequency Training. OSHA 10, OSHA 30, Heartsaver First Aid CPR AED, Anritsu, NWSA Certified Telecommunications Tower Technician I, II, & Antenna & Line Specialty, PIM Certified, Qualified Rigger/Signal Person, MEWP's Certified.
Overview: Mr. Jackson has over 9.5 years in Telecommunications and is an experienced Foreman. Mr. Jackson was one of the first individuals to receive the NWSA certification in the industry.
Project Specific Experience: NHSafeNet, NHEC Microwave and LMR, NHDOT Maintenance, MBTA, OpenCape, MAPC Nerac-11 Microwave

Zakari Sweeney, Electrical Superintendent
Certifications: Radio Frequency Training, OSHA 10, OSHA 30, Heartsaver First Aid CPR AED
Overview: Mr. Sweeney has over 15 years in the trade, certified Master Electrician in New Hampshire and Massachusetts specializing in Residential and Commercial applications.
Project Specific Experience: NHDOT Maintenance, Town of Jaffrey Police Department, MAPC, AND Cianbro—Sarah Long Bridge

Judson Miller, Microwave Technician
Certifications: Certified Fiber Installer, Anritsu SiteMaster Line Sweep, OSHA 10-Hour, Pathloss Training. Additionally, he is certified as a SOLiD Level 1 Engineer and has an Unmanned Aircraft Systems License.
Overview: Mr. Miller has over 9 years' experience in telecommunications. He is responsible for the installation, testing and commissioning of wireless networks, surveys, and optimizing pre- and post-network solutions. Experience with installation, configuration, troubleshooting and maintenance of microwave equipment including Motorola, Aviat and Exalt, as well as all the network components (i.e., switches, Muxes, UPSs, etc.). Mr. Miller is familiar with working on the optimization, implementation and diagnostics of integrating, multi-vendor public safety networking projects. Currently monitors existing microwave NMS networks. These networks were created using similar technologies.
Project Specific Experience: NHDOT I-93 ATMS Salem to Manchester, NHDOT I-95 ATMS Seacoast Corridor, MBTA, Public Safety Microwave, Cianbro—Sarah Long Bridge.

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Fiber Optic Subcontractor
Quality Interconnect Cabling, LLC
Based in Barrington, New Hampshire, Quality Interconnect Cabling LLC is a versatile, turnkey solutions provider for any company working with copper communication cable and or fiber optic cable. QIC specializes in fiber optic termination, troubleshooting, splicing, and testing services and provides these services on-site year-round throughout New England and the Northeast United States. QIC uses the highest quality RoHS Compliant products and state-of-the-art testing equipment in supporting simple or complex applications, and customer needs.

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REFERENCES

Project Description	Contact
New Hampshire Electric Cooperative Base station radio/antenna system configuration/deployment to 20 mountaintop sites; remote radio/transmit antennas configuration/installation at 240 utility pole sites; annual maintenance contract.	Bob Armstrong, Communications Systems Supervisor New Hampshire Electric Cooperative (NHEC) 579 Tenney Mountain Highway Plymouth, NH 03264 603-536-8811 armstrongr@nhec.com
NHDOT - ITS Maintenance GMCI managed the ITS maintenance contract (there were three consecutive maintenance contracts, beginning in 2013) for the preventive and emergency maintenance for all designated ITS devices in the State of NH.	Susan M. Klasen, P.E., Administrator TSMO PO Box 483 7 Hazen Drive Concord, NH 03302 603-271-6862 Susan.M.Klasen@dot.nh.gov
City of Malden, MA Multiple camera installations and maintenance work.	Dave Urban Malden Police Department 200 Pleasant Street Malden, MA 02148 781-397-7171 DUrban@maldenpd.com

CERTIFICATE OF AUTHORITY

I, Catherine Drouin, do hereby represent and certify that:
(Name of Certifier)

(1) I am Secretary of Green Mountain Communications, Inc.,
(Position of Certifier) (Corporation/Company Name)

a(n) S. Corporation (the Corporation).
(Describe Corporate Type)

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on October 8, 2021, which meeting was duly held in accordance with New Hampshire law and by the laws of the Corporation.
(Date of Meeting) (State)

(5) The signature of Victor Drouin, President of this
(Name and Position of the Signor of the Contract)

Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation.
(Position of Certifier)

This authorization will remain in full effect from October 8, 2021, through November 8, 2021.

Dated: October 8, 2021 (current date)

Catherine Drouin, Secretary

(Certifier Signature and Title)

STATE OF New Hampshire

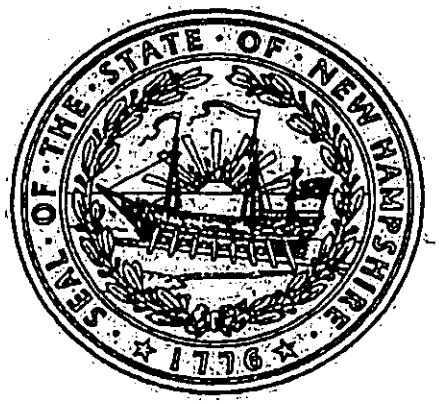
COUNTY OF Merrimack

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 GREEN MOUNTAIN COMMUNICATIONS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 14, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 225712
Certificate Number: 0005374038



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of May A.D. 2021.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2021

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

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

PRODUCER
M & T Insurance Agency, Inc
Silver Lake Executive Campus
41 University Drive, Suite 405
Newtown PA 18940

CONTACT NAME: Jennifer Carroll
PHONE (A/C, No, Ext): 215-504-1219 FAX (A/C, No): 215-504-1235
E-MAIL ADDRESS: Service@mtb.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : North River Ins Co	21105
INSURER B : Great American Ins Co of NY	22136
INSURER C : National Union Fire Ins of Pittsburgh PA	19445
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Green Mountain Communications, Inc.
702 Riverwood Drive
Pembroke NH 03275

GREEMOU-01

COVERAGES CERTIFICATE NUMBER: 1788983267 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	GL3506784	6/1/2021	6/1/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X No X,C,U Excl.						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY	Y	Y	CA4773697	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	5821166295	6/1/2021	6/1/2022	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED X RETENTION $ 0							$ FOLLOWS FORM
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC25893845	6/1/2021	6/1/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A					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
B	Installation Floater Leased Eqipment	Y Y		MAC2472299	6/1/2021	6/1/2022	Installation Floater Per Item/No Cranes Deductible	$2,000,000 $325,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: NHDOT 2021 Maintenance Contract.
New Hampshire Department of Transportation is included as additional insured, ATIMA, if required by written contract per terms and conditions of policies, and waivers of subrogation apply in their favor when required by written contract. Sixty (60) days prior written notice of cancellation/change in coverage applies.
CG2010-0413 General Liability-Additional Insured Ongoing Operations
CG2037-0413 General Liability-Additional Insured Completed Operations
CG2404-0509 General Liability-Waiver of Subrogation
CA87950 Auto-Additional Insured When Required by Contract
CA62897 Auto-Waiver of Subrogation
See Attached...

CERTIFICATE HOLDER

New Hampshire Department of Transportation
7 Hazen Dr
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kyle Sanel

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AGENCY CUSTOMER ID: GREEMOU-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY M & T Insurance Agency, Inc	NAMED INSURED Green Mountain Communications, Inc. 702 Riverwood Drive Pembroke NH 03275
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WC000313 Workers Comp-Waiver of Subrogation
Any Proprietor/Partner/Executive Officer/Member Excluded: Excludes Victor and Catherine Drouin.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: GL3506784

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: All persons or organizations as required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2021 forms a part of policy No.

CA 4773697 issued to Green Mountain Communications, Inc.

by National Union Fire Insurance Company Of Pittsburgh, Pa

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Blanket As Required By Written Contract.

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

87950

Authorized Representative or Countersignature (In States Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2021 forms a part of

policy No. CA 4773697 issued to Green Mountain Communications, Inc.

by National Union Fire Insurance Company Of Pittsburgh, Pa

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an " accident" or " loss" if:

(1) The " accident" or " loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any " accident" or " loss" .

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

62897

POLICY NUMBER: WC025893845

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT, TO THE EXTENT ALLOWABLE BY LAW

DATE OF ISSUE: 06/01/2021

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