New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Bureau of Traffic
August 23, 2024

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Vanasse Hangen Brustlin, Inc., Bedford, New Hampshire, Vendor #174584, for an amount not to exceed $245,600, for statewide intersection/signal timing optimization improvements at 31 signalized intersections at various locations throughout the state, effective upon Governor and Council approval through April 30, 2026. Funding Type (100% Federal Funds).

Funds to support this request are available in the following account in State FY 2025 and funding is contingent upon the availability and continued appropriation of funds in FY 2026, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

04-096-96-963515-3054	FY 2025	FY 2026
Consolidated Federal Aid		
046-500464 Gen Consultants Non-Benefit	$184,200	$61,400

EXPLANATION

The Department requires the evaluation of current operational parameters and developing and implementing optimized timing and phasing to improve overall performance at 31 signalized intersections throughout New Hampshire. This agreement is included in the State's Ten-Year Transportation Improvement Plan (Statewide Signal Optimization 41756).

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Statewide Signal Optimization 41756. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on May 27, 2020, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on July 9, 2020, for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three (3) shortlisted firms were

notified on August 3, 2020, through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on October 8, 2020, using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the shortlisted firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of eight (8) consultant firms that were considered for this assignment, with the three (3) short-listed firms shown in bold, is as follows:

Consultant Firm	***Office Location***
BETA Group, Inc.	**Manchester, NH**
Greenman-Pedersen, Inc.	Bedford, NH
Milone & MacBroom, Inc.	Bedford, NH
Sebago Technics, Inc.	**South Portland, ME**
James W. Sewall Company	Old Town, ME
Vanasse Hangen Brustlin, Inc.	**Bedford, NH**
Weston & Sampson Engineers Inc.	Manchester, NH
WSP USA Inc.	Manchester, NH

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

Vanasse Hangen Brustlin, Inc. has agreed to furnish the professional engineering services for an amount not to exceed $245,600. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

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

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

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments

Statewide Intersection/Signal Timing Optimization 41756 **October 8, 2020**

DESCRIPTION:

This project involves evaluating current operational parameters and developing and implementing optimized timing and phasing to improve overall performance at between 45 and 61 signalized intersections throughout New Hampshire

SERVICES REQUIRED: TRAF, PINV

Rating Considerations	Scoring of Firms			
Statewide Intersection/Signal Timing Optimization 41756	WEIGHT	BETA Group, Inc.	Sebago Technics, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17	15	20
Clarity of the Proposal	20%	14	15	20
Capacity to Perform in a Timely Manner	20%	18	17	18
Quality & Experience of Project Manager/Team	20%	14	15	19
Previous Performance	10%	6	6	9
Overall Suitability for the Assignment	10%	7	6	9
Total:	100%	76	74	95

Ranking of Firms: 1. VHB
2. BETA
3. Sebago

Rating Considerations	Scoring of Firms			
Statewide Intersection/Signal Timing Optimization 41756	WEIGHT	BETA Group, Inc.	Sebago Technics, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	16%	19%	20%
Clarity of the Proposal	20%	16%	19%	19%
Capacity to Perform in a Timely Manner	20%	19%	19%	18%
Quality & Experience of Project Manager/Team	20%	17%	19%	20%
Previous Performance	10%	8%	10%	10%
Overall Suitability for the Assignment	10%	7%	9%	9%
Total:	100%	83%	95%	96%

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

Rating Considerations	Scoring of Firms			
Statewide Intersection/Signal Timing Optimization 41756	WEIGHT	BETA Group, Inc.	Sebago Technics, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17%	18%	20%
Clarity of the Proposal	20%	16%	18%	19%
Capacity to Perform in a Timely Manner	20%	15%	18%	18%
Quality & Experience of Project Manager/Team	20%	15%	18%	18%
Previous Performance	10%	7%	7%	9%
Overall Suitability for the Assignment	10%	6%	9%	10%
Total:	100%	76%	88%	94%

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

								TOTAL	RANK
BETA Group, Inc.	3	3	3	2	3	2	3	19	3
Sebago Technics, Inc.	2	1	2	3	2	3	2	15	2
Vanasse Hangen Brustlin, Inc.	1	2	1	1	1	1	1	8	1

Rating Considerations	Scoring of Firms			
Statewide Intersection/Signal Timing Optimization 41756	WEIGHT	BETA Group, Inc.	Sebago Technics, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19%	18%	19%
Clarity of the Proposal	20%	18%	19%	18%
Capacity to Perform in a Timely Manner	20%	17%	18%	19%
Quality & Experience of Project Manager/Team	20%	16%	18%	18%
Previous Performance	10%	7%	8%	8%
Overall Suitability for the Assignment	10%	8%	9%	9%
Total:	100%	85%	90%	91%

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

Rating Considerations	Scoring of Firms			
Statewide Intersection/Signal Timing Optimization 41756	WEIGHT	BETA Group, Inc.	Sebago Technics, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	16%	18%	19%
Clarity of the Proposal	20%	17%	19%	20%
Capacity to Perform in a Timely Manner	20%	16%	17%	18%
Quality & Experience of Project Manager/Team	20%	17%	18%	19%
Previous Performance	10%	8%	10%	10%
Overall Suitability for the Assignment	10%	8%	9%	10%
Total:	100%	82%	91%	96%

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

Rating Considerations	Scoring of Firms			
Statewide Intersection/Signal Timing Optimization 41756	WEIGHT	BETA Group, Inc.	Sebago Technics, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17%	18%	18%
Clarity of the Proposal	20%	16%	18%	18%
Capacity to Perform in a Timely Manner	20%	17%	18%	18%
Quality & Experience of Project Manager/Team	20%	16%	18%	17%
Previous Performance	10%	8%	9%	8%
Overall Suitability for the Assignment	10%	7%	8%	8%
Total:	100%	81%	89%	87%

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

Rating Considerations	Scoring of Firms			
Statewide Intersection/Signal Timing Optimization 41756	WEIGHT	BETA Group, Inc.	Sebago Technics, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17%	18%	20%
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Capacity to Perform in a Timely Manner	20%	15%	18%	18%
Quality & Experience of Project Manager/Team	20%	15%	18%	18%
Previous Performance	10%	7%	7%	9%
Overall Suitability for the Assignment	10%	6%	9%	10%
Total:	100%	76%	88%	94%

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

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ATTACHMENTS

A. **SCOPE OF SERVICES** Prepared by Vanasse Hangen Brustlin, Inc. dated April 10, 2024

AGREEMENT EXECUTION ATACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS
6. SIGNATURE PAGE
7. CERTIFICATION OF GOOD STANDING
8. CERTIFICATION OF AUTHORITY/VOTE
9. CERTIFICATION OF INSURANCE

STATEWIDE SIGNAL OPTIMIZATION
X-A004(744)
41756

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 27th day of August in the year 2024 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Vanasse Hangen Brustlin, Inc., with principal place of business at 2 Bedford Farms Drive, Suite 200, in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires evaluation of current operational parameters such as timing, phasing, and overall performance of 31 selected traffic control signals and develops and implements optimized signal timings to improve traffic flow through the intersections.

The DEPARTMENT requires phasing and timing improvements to each of the project's signalized intersections, most of which are grouped in corridors, to improve traffic flow, resulting in a reduction to delay and congestion, lowering of the associated vehicles' idle time, and subsequently improvement to air quality.

The CONSULTANT'S Fee Proposal dated Date, is hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves addressing transportation needs at 31 signalized intersections statewide including locations within Center Harbor, Conway, Meredith, Ossipee, Tilton, Wakefield, Seabrook, and Hooksett. All signals to be addressed operate under the authority of the DEPARTMENT and are located in the Air Quality Non-Attainment areas or Maintenance areas of New Hampshire.

The engineering and subsequent implementation for this project includes agency coordination, data collection and field observations, traffic modeling, development of optimized signal phasing and timing, implementation of the optimized signal timings, training DEPARTMENT staff, further field traffic observations, traffic modeling adjustments, implementation of refined timings, and final conditions documentation.

B. GENERAL SCOPE OF WORK

Improvements to each of the project's signalized intersections, most of which are grouped in corridors, will improve traffic flow, resulting in a reduction to delay and congestion, lowering of the associated vehicles' idle time, and subsequently resulting in improvement to air quality.

The goal is to achieve optimal reductions in overall delay and congestion to vehicular traffic. The CONSULTANT is encouraged to provide suggestions for a project approach and deliverables which will maximize traffic efficiencies and project cost savings.

The engineering for this project is to include agency coordination, review of existing records, field inventory and data collection, field traffic observation during weekday commuting and/or weekend peak hours, field data analysis, traffic modeling of existing conditions using Trafficware's software Synchro, and traffic modeling of optimized signal timings using Trafficware's software Synchro.

The implementation of the optimized signal timings for this project includes training with DEPARTMENT personnel, programming changes to the signal controllers, performing field traffic observations during weekday commuting and/or weekend peak hours, logging post-implementation feedback from the public and/or Town, evaluating possible phasing and timing adjustments,

implementing phasing and timing adjustments, and producing records of final build conditions, signal timings spreadsheets, and comparisons of existing condition vs. build condition emissions estimates.

C. SCOPE OF WORK (SPECIFIC)

The tasks have been separated into fourteen (14) categories: Agency Coordination, Review Existing Records, Field Inventory and Data Collection, Field Traffic Observation During Weekday A.M. Peak and P.M. Peak and/or Weekend Peak, Field Data Analysis, Traffic Modeling of Existing Conditions, Traffic Modeling of Optimized Signal Timings, Train with DEPARTMENT personnel, Implement Optimized Signal Timings, Trouble Calls Investigation, Field Traffic Observation During Weekday A.M. Peak and P.M. Peak and/or Weekend Peak, Technical Reports, Project Team Meetings, and Project Management.

The work, as further described in the CONSULTANT's Scope of Services dated April 10, 2024, hereinafter referred to as Attachment A, requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

a. Agency Coordination:

The CONSULTANT will review the listed signals with staff of the respective Regional Planning Commissions (RPC) and Metropolitan Planning Organizations (MPO) in order to obtain further input on any special issues the CONSULTANT should be aware of before initiating work. The DEPARTMENT will consult internally with its Traffic Signal Operations and Maintenance section (TSOM) to obtain information on special issues for each of the selected signalized intersections. The CONSULTANT will provide a summary of the feedback received for each intersection, accompanied with a log of all communications.

b. Review of Existing Records:

The DEPARTMENT will provide the CONSULTANT for its review a copy of existing signal plans, phase timings and signal permits, if they exist, for the selected intersections.

The DEPARTMENT will provide the CONSULTANT with crash data, if it exists, from each of the intersections for use in determining signal operations improvements.

It should be noted that these records may not be available for all, or any, of the intersections.

c. Field Inventory and Data Collection:

Any work on or within the traffic signal controller cabinet or other traffic signal devices shall be performed by a person holding current certification as a Traffic Signal Bench

Technician Level II, a Traffic Signal Field Technician Level II, or the equivalent or higher, by the International Municipal Signal Association (IMSA).

The CONSULTANT shall field verify the existing plan, phase timings and permit and note any differences from actual observations. If no existing plan or phase timings exist, the CONSULTANT shall create such documentation.

The CONSULTANT shall evaluate an intersection's compliance with the DEPARTMENT'S Title II Regulation requirements for Americans with Disabilities Act (ADA). The DEPARTMENT will provide a list of compliance items to be checked. The input fields of the CONSULTANT's findings shall be exportable in a format that is compatible to Microsoft Office (i.e. Excel or Access) and/or ESRI software platforms.

The CONSULTANT shall develop a checklist to evaluate an intersection's signal equipment and signage associated with signal equipment for its compliance with the latest version of the Manual of Uniform Traffic Control Devices (MUTCD). The input fields of this checklist shall be exportable in a format that is compatible to Microsoft Office (i.e. Excel or Access) and/or ESRI software platforms.

The following shall be part of the inventory data collection for each of the intersections:

- Detector loop locations and confirmation of proper loop function; similar for other detection methods, where applicable
- Signal Timing and Signal Phasing and pedestrian phase type
- Coordination presence, and if utilized, associated time of day programs
- Generator Transfer Switch type, where applicable
- Completed checklist for intersection compliance to latest version of the Manual on Uniform Traffic Control Devices (DEPARTMENT will provide the checklist)
- Other information as determined applicable by the DEPARTMENT

d. <u>Field Traffic Observation During Weekday A.M. Peak and P.M. Peak and/or Weekend Peak:</u>

The CONSULTANT shall conduct intersection turning movement (TMC) counts and select Automatic Traffic Recorder (ATR) counts at the 31 project locations to provide the traffic volume base data for the development of peak hour traffic volume networks to be the basis for determining initial optimized signal timings for field implementation.

Accurate Counts will obtain the traffic data during the weekday peak periods of 7 A.M to 9 A.M., 11 A.M to 1 P.M, 4 P.M. to 6 P.M. and where applicable 6 A.M. to 6 P.M, and weekend Saturday/Sunday peak periods 11 A.M to 1 P.M and 12 P.M to 6 P.M, as needed and coordinated by VHB and the DEPARTMENT. 96-Hour (Thursday through Sunday)

ATR counts will be provided for each corridor to supplement the TMC data. The CONSULTANT shall conduct travel time runs using GPS/Bluetooth receivers on locations that are grouped in corridors as indicated on the attached signal list.

The CONSULTANT shall observe traffic operations at each subject intersection. Operations observations shall include:

- Queues and Cycle Length failures
- Any special circumstances which should be accounted for in signal optimization, including:
  - Pedestrian behaviors
  - Frequency and length of queues which block access to turn lanes (storage blocking)
  - Frequency and length of queues which spill back into an upstream intersection
  - Lane utilization
  - Right turns on red
  - Potential signal modifications that could improve safety considering the recorded crash type incidences and frequencies

e. Field Data Analysis:

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

The CONSULTANT shall apply adjustment factored growth rates to produce projected no-build and build condition traffic volumes. The adjusted and projected turning movement traffic volumes shall be provided to the DEPARTMENT for review via digital .PDF and Microsoft Excel formats for each intersection.

The CONSULTANT shall review the field data and document any discrepancies between timing programs depicted on the signal permit and installed in the field.

f. Traffic Modeling of Existing Conditions:

The CONSULTANT shall develop existing condition traffic models based on analyzed traffic counts using Trafficware's software Synchro, versions 9.x or 10.x. Digital Synchro files (.syn) shall be provided to the DEPARTMENT in addition to .PDF files of Synchro reports for each of the intersections.

The CONSULTANT shall develop emission estimates for each intersection using the signal phase timings taken during the field inventory, and provide the estimates to the DEPARTMENT in a digital file using Microsoft Excel format.

The DEPARTMENT will review and approve the existing condition models prior to the CONSULTANT initiating work on signal timing optimizations.

g. Traffic Modeling of Optimized Signal Timings

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

The CONSULTANT shall develop optimized phasing and signal phase timing plans based on projected traffic counts using Trafficware's software Synchro, versions 9.x or 10.x. Optimizations shall also include time of day or day of week plans and corridor coordination, if appropriate. Digital Synchro files (.syn) shall be provided to the DEPARTMENT in addition to .PDF files of Synchro reports for each of the intersections.

The CONSULTANT shall report to the DEPARTMENT any hardware or software which will require upgrade prior to implementation of new optimized signal timings. Conceptual cost estimates shall be developed to accompany the upgrade recommendations. The DEPARTMENT may remove intersections which require hardware or software upgrades from the list for implementation of optimized signal timings.

h. Train with DEPARTMENT Personnel:

The CONSULTANT will provide training to DEPARTMENT TSOM staff on signal timing concepts and signal optimization methods to enable the DEPARTMENT staff to maintain the long-term benefits of the signal optimization. The training shall be provided by a person holding current certification as a Traffic Signal Bench Technician Level II, Traffic Signal Field Technician Level II, or the equivalent or higher, by the International Municipal Signal Association (IMSA).

i. Implement Optimized Signal Timings:

The DEPARTMENT and the CONSULTANT, as a joint effort, will implement the new optimized signal timings at each location. The CONSULTANT shall identify locations where communication of timing changes may benefit the public and assist the DEPARTMENT with such communications, such as content for sign, press releases, or other media. The CONSULTANT's representative performing any work on or within the traffic signal controller cabinet or other traffic signal devices shall hold current certification as a Traffic Signal Bench Technician Level II, Traffic Signal Field Technician Level II or the equivalent or higher, by the International Municipal Signal Association (IMSA).

The CONSULTANT shall reasonably adjust the scheduling of the implementation work to accommodate DEPARTMENT personnel's availability, as needed.

j. Trouble Calls Investigation:

The CONSULTANT shall assist the DEPARTMENT in interpreting public feedback and investigating trouble calls received at each intersection that appear to be related to the optimized signal timing implementation. The CONSULTANT shall develop a log of issues, communications, and the actions taken in response for each intersection. The logs will be provided to the DEPARTMENT in a digital file using Microsoft Excel format.

k. Field Traffic Observation during Weekday A.M. Peak and P.M. Peak and/or Weekend Peak:

The CONSULTANT shall make follow-up field visits to observe operation of each signal with implemented timings and make adjustments as necessary. Additional visits and adjustments may be necessary based on any trouble calls received. The DEPARTMENT and the CONSULTANT will discuss consideration of the public input received by DEPARTMENT staff prior to implementing any adjustments to the signal timing.

Where necessary, the CONSULTANT shall develop revised phasing and signal phase timing plans using Trafficware's software Synchro, versions 9.x or 10.x to incorporate adjustments made based on field observations. Revised digital Synchro files (.syn) shall be provided to the DEPARTMENT in addition to .PDF files of Synchro reports for each of the adjusted intersections.

l. Technical Reports:

The CONSULTANT shall prepare technical reports, as necessary, throughout the duration of the project to document and summarize relevant technical data. A comprehensive Engineering Report shall be prepared to summarize all relevant design elements of the project.

The Engineering Report shall be developed as a draft (electronic format) for DEPARTMENT review and comment and then finalize the report addressing comments (issued in both bound and electronic format). The final report shall contain, at a minimum:

- Recommendations to improve intersection safety, including items needed to comply with Manual on Uniform Traffic Control Devices;
- Existing condition emissions estimates based on the field verified signal timings
- Build condition emissions estimates based on the final implemented signal timings
- A spreadsheet comparing the estimated emissions with existing signal timings versus build condition signal timings
- Markup of existing signal phase timings sheets with the optimized signal phasing timings shown in red color

- Traffic modeling using Trafficware's Synchro, version 9.x or 10.x, for the existing signal timings and the optimized build condition signal timings
- Raw turning movement count data
- Adjusted turning movement traffic volumes used in existing and proposed traffic modeling
- Completed field inventory sheets.

m. Project Team Meetings:

It is expected that throughout the duration of the project, project team meetings will be held. These are informal meetings that will take place to discuss a variety of project issues including resource constraints, cost issues, and impacts of alternatives. These meetings will include the CONSULTANT and the DEPARTMENT, but could also include staff from the various RPCs, Towns, Cities, or other State or Federal agencies, or others as appropriate. The CONSULTANT shall be responsible for supplying support graphics, making presentations and drafting and finalizing meeting minutes.

n. Project Management:

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

D. QUALITY CONTROL

The CONSULTANT shall be the Engineer-of-Record for this work, as such the CONSULTANT shall be responsible to ensure that the design and supporting documentation is accurate, checked, and thoroughly reviewed prior to each submission. DEPARTMENT staff will review the CONSULTANT'S submissions to ensure that DEPARTMENT objectives are being met and standard practices and procedures are adhered to. It is the CONSULTANT's and the Engineer-of-Record's responsibility to ensure the design is complete, accurate and meets all DEPARTMENT requirements.

The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

The CONSULTANT's designated Quality Control personnel shall sign-off on each submission prior to transmittal to the DEPARTMENT. The CONSULTANT shall, upon request, provide to the DEPARTMENT any and/or all QC documentation pertaining to work efforts on the project.

E. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in US Customary units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:
   a. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).
   b. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the CONSULTANT's Right-of-Way Boundary (e.g. existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.
3. Plans of prior highway and bridge construction projects within the project limits, as available.
4. The location of all existing and proposed utilities through direct contact with the various utility companies.
5. Geotechnical investigations and recommendations, if available: Electronic files of the Environmental resource data collected in previous studies.
6. Crash data within the study area.
7. Traffic count data.
8. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

F. WORK SCHEDULE AND PROGRESS REPORTS

See Supplemental Scope of Work, Attachment A for additional detail on the services to be provided.

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

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

The CONSULTANT shall report progress to the DEPARTMENT in conjunction with DEPARTMENT'S Standardized Invoicing process. Invoices shall be submitted for each month that there has been more than $10,000 in cumulative billable work since the last invoice, and at least quarterly. For months with no progress or less than $10,000 cumulative work since the last invoice, a status report briefly describing the reasons for little or no progress shall be submitted.

G. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

1) Presentation and Documentation: The CONSULTANT shall prepare updated colored presentation plans at each formal submission and for presentation at DEPARTMENT meetings as defined below. This is in addition to any public informational/hearing meetings.
    a) Technical Reports: The CONSULTANT shall prepare technical reports, as necessary, throughout the duration of the project to document and summarize relevant technical data. This includes, but is not limited to: Design Report, stormwater reports, or Geotechnical Reports. The intent is to support the design through documentation of critical design decisions with technical reports and supporting material.
    b) Design Report: The CONSULTANT shall update the Design Report using the NHDOT's most recent form, at each submission to document the existing conditions within the project, and to summarize the design decisions and engineering details of the proposed action.
    c) Design Exceptions: Design exceptions, if required, will be completed by the CONSULTANT.
    d) Project Collaboration Meetings: It is expected that over the course of the project, a series of informal collaboration meetings will be held. These collaboration meetings, attended by key Department staff and key Consultant staff, are to be held well in advance of formal submissions. The Consultant will update Department staff on the project status and their approach to various design issues followed by an open and collaborative discussion with

Department staff and the Consultant team sharing their thoughts and suggestions on how best to advance the design. The consultant shall be responsible for scheduling the meetings, preparing an agenda and other presentation materials, and for preparing meeting notes.

e) Project Management Meetings: It is expected that over the course of the project, Project Management Meetings will be held at least bi-monthly through the duration of the design. They will take place to discuss a variety of project management issues, such as outstanding issues, and design schedule. The CONSULTANT shall be responsible for meeting minutes.

f) Department Meeting Presentations: The CONSULTANT shall prepare, present, and explain the project when requested by the DEPARTMENT. These meetings could include, but aren't limited to, Front Office, Estimate Review Committee, Traffic Control Committee, Design Submission meetings, Pre-Advertising meeting, Natural and Cultural Resource meetings. This shall include the preparation and explanation of sketches, alternatives, and plans during the project development process. Meeting notes and conference report memos shall be the responsibility of the CONSULTANT.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

II. DELIVERABLES

All work and supporting documents compiled under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats;

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

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

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

DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

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

Word Processing:	Microsoft Word 2016 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2016 or NHDOT compatible version
Databases:	Microsoft Access 2016 or NHDOT compatible version

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

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

File Transfer Sites, Bluebeam, SharePoint.

Email: Files 20 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

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

Website Information:

a. Website Content: All external NHDOT websites created under this AGREEMENT shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in Vendor Resources and Procurement | NH Department of Information Technology.

b. Website Documents: All documents posted to a website created under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. Compliance requirements can be found at https://www.section508.gov/create/.

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

ARTICLE I

I. Date of Completion

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Design of professional services rendered under this AGREEMENT is April 30, 2026.

ARTICLE II

ARTICLE II – COST PLUS FIXED FEE CONPENSATION OF CONSULTANT

A. GENERAL FEE

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

1) Actual salaries approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT.

   An overtime premium of one and one half times the direct labor rate for non-exempt employees working beyond the standard 40 hours per workweek may be allowed for special circumstances when approved by the DEPARTMENT in writing in advance. The overhead portion of non-exempt employees' salary rates shall not be adjusted. Engineers are not eligible for overtime premium rates.

   Direct salary costs are estimated at: $71,906.35

2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending December 31, 2023, **169.784%** shall be used for invoicing for the life of the AGREEMENT.

   Overhead costs are estimated at: $122,085.48

3) A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.

   The fixed fee is: $19,399.18

4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than $200,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and

in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than $200,000 shall be invoiced as direct expenses and do not require individual invoices.

Direct expenses are estimated at: $32,208.99

AGREEMENT NOT-TO-EXCEED TOTAL $245,600.00

The amount payable under categories 1), 2), 4), and 5) may be reallocated within the not-to-exceed total upon mutual agreement of the DEPARTMENT and the CONSULTANT. Reallocations shall be properly documented for Final Audit purposes, but do not require a formal amendment.

The total amount to be paid under this AGREEMENT shall not exceed **$245,600.00**, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 1,281 hours), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

B. LIMITATION OF COSTS

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

C. PAYMENTS

Monthly payments on account of services rendered under this AGREEMENT may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall

follow the DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing.

Actual salaries paid and the indirect cost rate shown in Article II, Section A, shall be used until such time as true costs of salary burden and overhead are fixed by Final Audit. At that time, payments shall be adjusted to agree with the indirect cost rates as determined by Final Audit for the period in which the work was performed, as approved by the DEPARTMENT.

D. ANNUAL INDIRECT COST RATE SUBMISSIONS

The CONSULTANT and all subconsultants with a subcontract value of $200,000 or greater shall submit their audited indirect cost rate and related documents annually for the life of this AGREEMENT as follows:

To comply with the Federal Acquisition Requisitions (FAR), the CONSULTANT'S Indirect Cost Rate Audit must meet the following requirements:

- Be conducted by an independent Certified Public Accountant (CPA), a Federal government agency, or another state transportation agency.
- Be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the U.S. Government Accountability Office (GAO) and with the cost principles and procedures set forth in Part 31 of the FAR.
- Follow the guidance of the most recent American Association of State Highway Transportation Officials Uniform Audit and Accounting Guide for Audits of Architectural and Engineering Consulting Firms (AASHTO Audit Guide).

In addition to the Indirect Cost Rate Audit, CONSULTANTS shall submit the following documentation:

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.
- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.
- Complete copy of the CONSULTANT'S annual audited financial statements.
- Analysis of reasonableness of executive compensation as outlined in the AASHTO Audit Guide.
- Cognizant letter, if available.
- A listing of all contracts, with dollar amounts, the CONSULTANT has currently with the DEPARTMENT as a prime consultant or subconsultant.

Annual indirect cost rate submissions are due within 6 months of the CONSULTANT'S fiscal year end and shall be submitted to the DEPARTMENT'S Internal Audit Office electronically to DOT-InternalAudit@dot.nh.gov or in writing.

E. RECORDS, REPORTS AND FINAL AUDIT

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

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

All costs as described in Article II Section A.1 through A.5 are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final Audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this Final Audit. In no case will any adjustments exceed the not-to-exceed amount specified in Article II, Section A. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

ARTICLE III – GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project.

B. CONTRACT PROPOSALS

After the CONSULTANT has furnished to the DEPARTMENT contract drawings, special provisions, specifications, and estimate of quantities by items, the DEPARTMENT will prepare the documents for receipt of proposals from construction contractors and for execution of a construction contract or contracts.

ARTICLE IV – STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA – CONFERENCES – INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 2 Bedford Farms Drive, Suite 200, Bedford, NH, 03110.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

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

shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

ARTICLE IV

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section A, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports, or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time,

or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding $10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than $2,000,000 in the aggregate, with a deductible of not more than $75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, land surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than $1,500,000 in the aggregate, with a deductible of not more than $50,000. For subconsultant contracts with no risk, e.g., archaeology, cultural resources, data gathering, traffic counting etc., professional liability insurance shall not be required. Subconsultants completing field exploration for geotechnical, hazardous materials/environmental, and subsurface exploration shall also have pollution liability insurance coverage not less than $2,000,000 in the aggregate, with a deductible of not more than $75,000. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract.

H. GENERAL CONPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be

affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

   a. Non-Professional Liability Indemnification

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

   b. Professional Liability Indemnification

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

   c. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

ARTICLE IV

3. Insurance

   a. Required Coverage

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

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

   b. Proof of Insurance

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

4. No Third-Party Rights

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

portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

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

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

(1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all

solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or

(b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

(6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

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

ARTICLE IV

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment A

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

Statewide Traffic Signal Timing Optimization

Federal Project #: X-A004(744)
State Project #: 41756

SCOPE OF WORK

PREFACE

This Scope of Work prepared by VHB is a supplement to and referenced as such to the Contract Documents. Where listed herein, the DEPARTMENT is meant to be the New Hampshire Department of Transportation (NHDOT).

OBJECTIVE & OVERVIEW

The purpose of the Statewide Traffic Signal Timing Optimization project is to evaluate current operational parameters such as timing, phasing, and overall performance for up to 31 NHDOT selected traffic control signals and develop and implement optimized signal timings to improve traffic flow through the intersections. By improving traffic flow, reductions in delay and vehicle idle time should be achieved, resulting in improved air quality that will satisfy the objectives of funding allocated to the project under the Congestion Mitigation and Air Quality (improvement) program.

The following scope of work is based upon: the Section B (General) and Section C (Specific) tasks identified in the Draft Article I documentation dated July 31, 2020 found in the project Request for Proposals (RFP); direction provided to VHB by NHDOT staff at the December 17, 2020, January 22, 2021 and November 1, 2023, and April 10, 2024 scoping meetings; and follow-up emails received by VHB on December 16, 2020, January 11, 2021, November 17, 2021, January 28, 2022, January 19, 2023, February 13, 2023 and March 2, 2023, May 11, 2023, January 23, 2024, February 26, 2024 and April 10, 2024. The sections that follow outline the proposed work efforts to be completed under this Scope of Services.

PROJECT LIMITS

The project involves addressing transportation needs at up to 31 signalized intersections statewide with primary locations within Center Harbor, Conway, Hooksett, Meredith, Ossipee, Tilton, Seabrook, and Wakefield. See Exhibit 1 for listings.

SCOPE OF WORK

NHDOT has requested that VHB develop a scope and fee proposal to provide professional traffic engineering services to optimize traffic operations, reducing vehicle delay and improving air quality at up to 31 signalized intersections. The following provides VHB's proposed scope of services for "Part B" of the above described 41756 Statewide Project. It is anticipated the project will follow NHDOT's typical submission process. Accordingly, the work has been divided into tasks for each submission, further discussion of the tasks is provided below.

- Task 1: Agency and Project Coordination
- Task 2: Review of Existing Records
- Task 3: Field Inventory and Data Collection
- Task 4: Field Traffic Observation
  During Weekday AM Peak and PM Peak and/or Weekend Peak
- Task 5: Field Data Analysis
- Task 6: Traffic Modeling of Existing Conditions
- Task 7: Traffic Modeling of Optimized Conditions
- Task 8: Training Department Personnel
- Task 9: Implement Optimized Signal Timings
- Task 10: Trouble Calls Investigation
- Task 11: Post Implementation Field Traffic Observation
  During Weekday AM Peak and PM Peak and/or Weekend Peak
- Task 12: Technical Reports
- Task 13: Project Team Meetings
- Task 14: Project Management

TASK 1: AGENCY AND PROJECT COORDINATION

VHB will review the listed signals with staff and stakeholders in order to obtain further input on any special issues VHB should be aware of before initiating work. The DEPARTMENT will consult internally with its Traffic Signal Operations and Maintenance section (TSOM) to obtain information on special issues for each of the selected signalized intersections. VHB will provide a summary of the feedback received for each intersection, accompanied with a log of all communications.

1.1 Project Kickoff – VHB will hold a project kick-off meeting with NHDOT staff. This important meeting will provide an opportunity to review the review near and long-term project milestones and establish communication protocols and decision-making structure. VHB will prepare for, run, and document the project kickoff meeting.

1.2 Internal Kickoff – VHB will hold an internal kick-off meeting with staff. This important meeting will establish roles, responsibilities, and communication protocol in how VHB will attempt to streamline the project within a 12+/- month timeframe.

1.3 Reviews with RPC, MPO and City/Towns – VHB will review the listed signals with staff of the respective Regional Planning Commissions (RPC) and Metropolitan Planning Organizations (MPO) and municipalities in order to obtain further input on any special issues VHB should be aware of before initiating work in Task 4. VHB will provide the DEPARTMENT with documentation of the meetings and exchanges with RPC/MPO/Towns.

TASK 2: REVIEW OF EXISTING RECORDS

The DEPARTMENT will provide VHB copies of existing signal plans, phase timings and signal permits, if they exist, for the selected intersections.

The DEPARTMENT will provide VHB with crash data, if it exists, from each of the intersections for use in determining signal operations improvements. VHB will review the data and consider the crash trends in determining any future potential geometric (limited to lane assignments) and traffic control modifications.

VHB acknowledges that these records may not be available for all, or any, of the intersections.

TASK 3: FIELD INVENTORY AND DATA COLLECTION

VHB will field verify the existing plans, phase timings and permits, and note any differences from actual observations. If no existing plan or phase timings exist, VHB will schematically create such documentation.

VHB will evaluate an intersection's compliance with the DEPARTMENT'S Title II Regulation requirements for Americans with Disabilities Act (ADA). The DEPARTMENT will provide a list of compliance items to be checked. The input fields of VHB's findings will be exportable in a format that is compatible to Microsoft Office (i.e., Excel or Access) and/or ESRI software platforms.

VHB will develop a checklist to evaluate an intersection's signal equipment and signage associated with signal equipment for its compliance with the latest version of the Manual of Uniform Traffic Control Devices

(MUTCD). The input fields of this checklist will be exportable in a format that is compatible with Microsoft Office (i.e., Excel or Access) and/or ESRI software platforms.

The following will be part of the inventory data collection for each of the intersections:

- Detector loop locations and confirmation of proper loop function; similar for other detection methods, where applicable
- Signal timing and signal phasing, and pedestrian phase type
- Coordination presence, and if utilized, associated time of day programs
- Generator transfer switch type, where applicable
- Completed checklist for intersection compliance to latest version of the Manual on Uniform Traffic Control Devices (DEPARTMENT will provide the checklist)

As required by NHDOT, any work on or within the traffic signal controller cabinet or other traffic signal devices will be performed by a person holding current certification as a Traffic Signal Bench Technician Level 2, a Traffic Signal Field Technician Level 2, or the equivalent or higher, by the International Municipal Signal Association (IMSA).

In addition to the signal field data to be collected by VHB, Accurate Counts as a subconsultant of VHB will conduct intersection turning movement (TMC) counts and select Automatic Traffic Recorder (ATR) counts at the 31 project locations to provide the traffic volume base data for the development of peak hour traffic volume networks to be the basis for determining initial optimized signal timings for field implementation. Accurate Counts will obtain the traffic data during the weekday peak periods of 7 A.M to 9 A.M., 11 A.M to 1 P.M, 4 P.M. to 6 P.M. and where applicable 6 A.M. to 6 P.M, and weekend Saturday/Sunday peak periods 11 A.M to 1 P.M and 12 P.M to 6 P.M, as needed and coordinated by VHB and DEPARTMENT. 96-Hour (Thursday through Sunday) ATR counts will be provided for each corridor to supplement the TMC data. Details of the proposed count program can be found in the Appendix.

TASK 4: FIELD TRAFFIC OBSERVATION DURING WEEKDAY AM PEAK AND PM PEAK AND/OR WEEKEND PEAK

VHB will conduct travel time runs using GPS/Bluetooth receivers on locations that are grouped in corridors for the project intersections listed in Exhibit 1.

VHB will observe traffic operations at each subject intersection. Operations observations include:

- Queues and Cycle Length failures
- Any special circumstances which should be accounted for in signal optimization, including:
  - Pedestrian behaviors
  - Frequency and length of queues which block access to turn lanes (storage blocking)
  - Frequency and length of queues which spill back into an upstream intersection
  - Lane utilization
  - Right turns on red
  - Potential signal modifications that could improve safety considering the recorded crash type incidences and frequencies

TASK 5: FIELD DATA ANALYSIS

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

VHB will apply adjustment factored growth rates with use of the Accurate Count data to produce projected peak hour condition traffic volumes. The turning movement traffic volumes will be provided to the DEPARTMENT for review via digital .PDF and if applicable Microsoft Excel formats for each intersection.

Additionally, VHB will review the field data and document any discrepancies between timing programs depicted on the signal permit and installed in the field.

TASK 6: TRAFFIC MODELING OF EXISTING CONDITIONS

VHB will develop existing conditions traffic models using Trafficware's software Synchro, version 11.x. Digital Synchro files (.syn) will be provided to the DEPARTMENT in addition to .PDF files of Synchro reports for each of the intersections.

VHB will develop emission estimates for each intersection using the signal phase timings taken during the field inventory and provide the estimates to the DEPARTMENT in a digital file using Microsoft Excel format.

The DEPARTMENT will review and approve the existing conditions models prior to VHB initiating work on signal timing optimizations.

TASK 7: TRAFFIC MODELING OF OPTIMIZED CONDITIONS

The DEPARTMENT and VHB will discuss the goals for the optimization of the intersections or coordinated system.

VHB will develop optimized phasing and signal phase timing plans based on projected traffic volumes using Trafficware's software Synchro, version 11.x. Optimizations will also include time of day or day of week plans and corridor coordination, if appropriate. Digital Synchro files (.syn) will be provided to the DEPARTMENT in addition to .PDF files of Synchro reports for each of the intersections.

VHB will report to the DEPARTMENT any hardware or software which will require upgrade prior to implementation of new optimized signal timings. Conceptual cost estimates will be developed to accompany the upgrade recommendations. The DEPARTMENT may remove intersections which require hardware or software upgrades from the list for implementation of optimized signal timings.

TASK 8: TRAINING DEPARTMENT PERSONNEL

VHB will provide training at the Bureau of Traffic to the DEPARTMENT TSOM staff on signal timing concepts and signal optimization methods to enable the DEPARTMENT staff to maintain the long-term benefits of the signal optimization. The training will be provided by a VHB staff member holding current certification as a Traffic Signal Bench Technician Level 2, Traffic Signal Field Technician Level 2, or the equivalent or higher, by the International Municipal Signal Association (IMSA). For budgeting purposes, it is assumed that classroom style training will be provided to NHDOT signal engineering (front of office) and signal technician (back of office) staff over a single day with a combination of VHB Project Manager, Technical Advisor (3)

and Senior Engineering (1) staff. It is assumed further "training" would be hands-on in the following task of implementing optimized signal timings building upon the classroom style fundamentals.

TASK 9: IMPLEMENT OPTIMIZED SIGNAL TIMINGS

The DEPARTMENT and VHB, as a joint effort, will implement the new optimized signal timings at each location. VHB will identify locations where communication of timing changes may benefit the public and assist the DEPARTMENT with such communications, such as content for signs, press releases, or other media. The DEPARTMENT will provide notifications to affected municipalities prior to implementing timing changes and request feedback on any observed issues resulting from changes. VHB's representative performing any work on or within the traffic signal controller cabinet or other traffic signal devices will hold current certification as a Traffic Signal Bench Technician Level 2, Traffic Signal Field Technician Level 2 or the equivalent or higher, by the International Municipal Signal Association (IMSA).

VHB will work with the DEPARTMENT to allow DEPARTMENT staff to observe VHB's implementation efforts as a training opportunity for DEPARTMENT staff. VHB will adjust the scheduling of the implementation work to accommodate DEPARTMENT personnel's availability, as needed.

TASK 10: TROUBLE CALLS INVESTIGATION

VHB will assist the DEPARTMENT in interpreting public feedback and investigating trouble calls received at each intersection that are related to the optimized signal timing implementation. VHB will develop a log of issues, communications, and the actions taken in response for each intersection. The logs will be provided to the DEPARTMENT in a digital file using Microsoft Excel format.

TASK 11: POST IMPLEMENTATION FIELD TRAFFIC OBSERVATION DURING WEEKDAY AM PEAK AND PM PEAK AND/OR WEEKEND PEAK

VHB will make follow-up field visits to observe the operation of each signal with implemented timings and adjust, as necessary. During visits, VHB will conduct travel time runs using GPS/Bluetooth receivers on locations that are grouped in corridors for the project intersections where data was gathered during Task 4. Additional visits and adjustments may be necessary based on any trouble calls received. The DEPARTMENT and VHB will discuss consideration of the public input received by DEPARTMENT staff prior to implementing any adjustments to the signal timing.

Where necessary, VHB will develop revised phasing and signal phase timing plans using Trafficware's software Synchro, version 11.x to incorporate adjustments made based on field observations. Revised digital Synchro files (.syn) will be provided to the DEPARTMENT in addition to .PDF files of Synchro reports for each of the adjusted intersections.

TASK 12 TECHNICAL REPORTS

VHB will prepare technical reports, as necessary, throughout the duration of the project to document and summarize relevant technical data. A comprehensive Engineering Report will be prepared to summarize all relevant design elements of the project.

The Engineering Report will be developed as a draft (electronic format) for DEPARTMENT review and comment, and then finalized addressing comments (issued in bound and electronic format). The final report is assumed to contain:

- Recommendations to improve intersection safety, including items needed to comply with Manual on Uniform Traffic Control Devices.
- All relevant data in the development of the project's traffic volumes used to develop new signal timings following the process from start to finish. This would include:
  - Probe data collection dates/periods.
  - Aggregated probe data at certain time intervals such as 15 minutes or hourly so the DEPARTMENT has enough data to validate VHB's approach without an overwhelming size/amount of data.
  - Identification of control points and/or "sink / source" traffic volumes.
  - Calculation of capture rates for each area/corridor.
  - Supporting formulas, factors, and/or calculations. In addition, factor(s) used to normalize the probe data will be provided.
  - Final peak hour traffic volume networks.
- Existing condition emissions estimates based on the field verified signal timings.
- Build condition emissions estimates based on the final implemented signal timings.
- A spreadsheet comparing the estimated emissions with existing signal timings versus build condition signal timings.
- Markup of existing signal phase timings sheets with the optimized signal phasing timings shown in red color.
- Traffic modeling using Trafficware's Synchro, version 11.x, for the existing signal timings and the optimized build condition signal timings.
- Raw turning movement count data.
- Adjusted turning movement traffic volumes used in existing and proposed traffic modeling.
- Completed field inventory sheets.

TASK 13: PROJECT TEAM MEETINGS

It is expected that throughout the duration of the project, project team meetings will be held. These are informal meetings that will take place to discuss a variety of project items including resource constraints, cost issues, and impacts of alternatives. These meetings will include VHB and the DEPARTMENT, but could also include staff from the various RPCs, Towns, Cities, or other State or Federal agencies, or others as appropriate. VHB will be responsible for supplying support graphics, making presentations and drafting and finalizing meeting minutes.

TASK 14: PROJECT MANAGEMENT

VHB will provide project management responsibilities for overseeing the work under the contract to include schedule of work, progress reporting and invoicing, contract administration, and coordination throughout the DEPARTMENT.

SCHEDULE

VHB will begin performance of the above services on the date the written authorization to proceed is received. If NHDOT requests work under this agreement to be stopped, the schedule is subject to renegotiation when authorization to proceed is received. VHB will not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB.

The following tentative schedule is based on a notice to proceed date of April 29, 2024 and no later than May 31, 2024. See attached project schedule.

In the event a notice to proceed is issued later than May 31, 2024, a revised schedule will be prepared and discussed at the Project Kickoff Meeting.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Scope at this time:

- Field survey services.
- Signal design services.
- Project meetings beyond those specified under this scope of work.
- Training beyond what is specified under this scope of work.
- Field visits, analysis, or optimization for NHDOT maintained signalized intersections not identified in Exhibit.

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at NHDOT's request that contains the Scope of Services, fee, and schedule required to complete the additional work items.

ASSUMPTION

NHDOT's MS2 Transportation Data Management System will be used by VHB in support of establishing traffic volume networks.

EXHIBIT 1

41756 Statewide - Traffic Signal Optimization Project
NHDOT - Bureau of Traffic
CMAQ Program Funded
Locations for Traffic Signal Optimization

#	Accurate Counts	VHB Field & Optimize	Town Name	Route	Intersecting Route	Signal #	NHDOT Maintenance District	Executive Council District	Regional Planning Commission
1	*	*	Conway	NH 16	NH 112	S-101-08	3	1	North Country Council
2	*	*	Conway	US 302	NH 113	S-101-10	3	1	North Country Council
3	*	*	Conway	US 302/NH 16	Kearsarge St	S-101-03	3	1	North Country Council
4	*	*	Conway	US 302/NH 16	River Rd/Pine St	S-101-06	3	1	North Country Council
5	*	*	Center Harbor	NH 25	NH 25B/Bean Rd	S-077-01	3	1	Lakes
6	*	*	Meredith	NH 104	Winona Rd and Pease Rd	S-295-03	3	1	Lakes
7	*	*	Meredith	NH 104	Hemlock Dr and Foundry Ave	S-295-04	3	1	Lakes
8	*	*	Meredith	US 3	NH 104	S-295-02	3	1	Lakes
9	*	*	Ossipee	NH 16	NH 28	S-357-02	3	1	Lakes
10	*	*	Ossipee	NH 16	NH 25	S-357-01	3	1	Lakes
11	*	*	Tilton	US 3	Clark Rd/Town Line Plaza	S-451-11	3	1	Lakes
12	*	*	Tilton	US 3	NH 132 (Park St)	S-451-02	3	1	Lakes
13	*	*	Tilton	US 3	Lowe's Entrance	S-451-10	3	1	Lakes
14	*	*	Tilton	US 3/NH 11	Sherwood Dr	S-451-07	3	1	Lakes
15	*	*	Tilton	US 3/NH 11/NH 132	I-93 SB Ramps (Exit 20)	S-451-04	3	1	Lakes
16	*	*	Tilton	US 3/NH 11	NH 140 NB Ramp (Exit 20)	S-451-06	3	1	Lakes
17	*	*	Tilton	US 3/NH 11	NH 132 (Shaws)	S-451-08	3	1	Lakes
18	*	*	Tilton	US 3/NH 11	Lakes Region Outlet Mall	S-451-05	3	1	Lakes
19	*	*	Tilton	US 3/NH 11	Home Depot Entrance	S-451-09	3	1	Lakes
20	*	*	Wakefield	NH 16	NH 153	S-459-02	3	1	Strafford
21	*	*	Wakefield	NH 16	NH 109	S-459-01	3	1	Strafford
22	*	*	Hooksett	NH 3A	Walmart/Bass Pro Shop	S-225-17	5	4	Southern New Hampshire
23	*	*	Hooksett	NH 3A	I- 93 SB Off Ramp (Exit 10)	S-225-13	5	4	Southern New Hampshire
24	*	*	Hooksett	NH 3A	I- 93 NB Off Ramp (Exit 10)	S-225-14	5	4	Southern New Hampshire
25	*	*	Hooksett	NH 3A	Technology Dr	S-225-15	5	4	Southern New Hampshire
26	*	*	Hooksett	NH 3A	North Main St	S-225-10	5	4	Southern New Hampshire
27	*	*	Seabrook	NH 107	Stard Rd/Batchelder Rd	S-409-08	6	3	Rockingham
28	*	*	Seabrook	US 1	Home Depot/Lake Shore Dr	S-409-09	6	3	Rockingham
29	*	*	Seabrook	US 1	Starbucks/Old Walmart	S-409-06	6	3	Rockingham
30	*	*	Seabrook	US 1	Kohl's Entrance	S-409-12	6	3	Rockingham
31	*	*	Seabrook	US 1	Lowe's/Market Basket	S-409-11	6	3	Rockingham

Revised: 4/10/2024

Attachment 1

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

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

Vanasse Hangen Brustlin, Inc.
(Company)

By: Mark F. Kennedy

Senior Principal
(Title)

Date: 7/31/2024

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

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

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

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

Attachment 2

CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(b)(4)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

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

7/31/2024	Matt F. Kennedy
(Date)	(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Senior Principal and duly-authorized representative of the firm of Vanasse Hangen Brustlin, Inc., and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

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

except as here expressly stated (if any):

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

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

7/31/2024
(Date)

Matt F. Kennedy
(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

(a) employ or retain, or agree to employ or retain, any firm or person, or

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

except as here expressly stated (if any):

8/27/24
(Date)

(Signature)

Attachment 5

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Attachment 6

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

Consultant

WITNESS TO THE CONSULTANT

By: _____

Dated: 7/31/2024

CONSULTANT

By: _____

Senior Principal

(TITLE)

Dated: 7/31/2024

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: _____

Dated: 8/07/24

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Operations

for DOT COMMISSIONER

Dated: 8/27/24

Attorney General

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

Dated: 9/9/2024

By: _____

Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

s:\admin\consult\master agreements\signpages(9).doc

State of New Hampshire

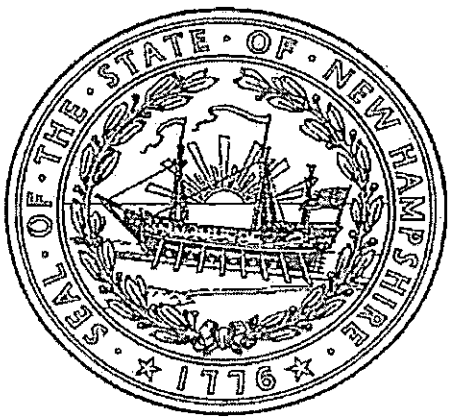
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. 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: **104275**

Certificate Number: **0006745066**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of July A.D. 2024.

David M. Scanlan
Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

STATEWIDE SIGNAL OPTIMIZATION
X-A004(744)
41756

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

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 24, 2024, at which a quorum of the Board was present and voting.

VOTED:

That Martin F. Kennedy is Senior Principal Officer for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Martin F. Kennedy is Senior Principal for this Corporation.

ATTEST:

Date: July 31, 2024 For

Clerk

(Corporate Seal)

VANASSE HANGEN BRUSTLIN, INC.
1986
MASSACHUSETTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/30/2024

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
Brown & Brown Insurance Services, Inc.
107 Audubon Rd., #2, Ste. 305
Wakefield MA 01880

CONTACT NAME: Christopher A. Poole
PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Continental Insurance Company	35289
INSURER B: American Casualty Company of Reading, Pennsylvania	20427
INSURER C: XL Specialty Insurance Company	37885
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Vanasse Hangen Brustlin, Inc.
P. O. Box 9151
Watertown MA 02471

COVERAGES CERTIFICATE NUMBER: 2024 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liab [X] Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6018141932	05/01/2024	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6018203376	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Expense	$ 1,000,000 $ $ $ $ 5,000
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	6018203362	05/01/2024	05/01/2025	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6017185236	05/01/2024	05/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Arch/Eng Prof Liab incl Pollution			DPR5031002	07/19/2024	07/19/2025	Per Claim Aggregate	5,000,000 5,000,000

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

Statewide Signal Optimization
X-A004(744)
41756

The New Hampshire Department of Transportation is included as additional insured per written contract under the general auto and umbrella liability policies subject to same terms and conditions. Coverage is primary and non contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non payment of premium. PL DPR5015789 Deductible $75 000

CERTIFICATE HOLDER

New Hampshire Department of Transportation
7 Hazen Drive
Concord NH 03301-0483

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

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Additional Named Insureds

Other Named Insureds

ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE & GEOLOGY P.C.

VHB ENGINEERING, NC, P.C.

Vanasse Hangen Brustlin, LLC.

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