



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



43
Brent

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Materials and Research
May 26, 2016

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with CTC & Associates, LLC, Madison, WI, Vendor #273203, for an amount not to exceed \$24,924.21, for the planning and completion of a Peer Exchange event for the State Planning and Research Part 2 Program, effective upon Governor and Council approval, through March 31, 2017. 100% Federal Funds.

Funding is available in the following account in FY 2017:

04-96-96-962015-3036	<u>FY 2017</u>
SPR Research Funds	
046-500464 General	\$24,924.21
Consultants Non-Benefit	

EXPLANATION

A Peer Exchange event for the State Planning and Research Part 2 Program (SPR2) is a requirement under 23 CFR 420.209, which stipulates that State Transportation Departments conduct a Peer Exchange event on a periodic basis. The Federal Highway Administration (FHWA) has guidance defining "periodic" as at least once every five years. The Department of Transportation's Research Unit last completed a Peer Exchange event in 2010 with the states of Vermont and Maine, so the Department is overdue for conducting a Peer Exchange. The Peer Exchange event has been incorporated into the Department's SPR2 Work Plan that was approved by FHWA on October 1, 2015.

The consultant selection process employed by the Department for this agreement is in accordance with RSAs 21-I:22-c and 21-I:22-d and all applicable Federal laws.

The consultant selection process for this agreement was initiated by conducting a survey of all other State Transportation Departments that had completed an SPR2 Peer Exchange in the previous three years (since January 2013). Survey results provided a list of eleven (11) firms that had assisted in the conduct of an SPR2 Peer Exchange. These eleven (11) firms were invited to submit a Statement of Qualifications (SOQ) providing information on the following five topics.

1. SPR2 Program Peer Exchange Experience
2. SPR2 Program Experience
3. Process Understanding
4. Organization Experience with Facilitation of Small Groups
5. Meeting Logistics and Accounting

Six (6) firms responded to the request by the due date of April 1, 2016. A review committee consisting of the Administrator of the Bureau of Materials & Research, the Research Engineer, and the Assistant Research Engineer

individually rated the Statements of Qualifications using a written ballot to score each firm on the five topics. (A compilation of the ranking summary is attached). The individual rankings were then totaled to provide an overall ranking of the six organizations to determine the top-ranked organization. The six organizations were then notified and the top-ranked firm was asked to submit a fee proposal for negotiations.

The following six organizations responded to the Request for Qualifications, with the selected firm shown in bold:

Consultant Firm

B.T. Harter Inc.
CTC & Associates, LLC
Cambridge Systematics
Texas A&M Transportation Institute
University of Massachusetts Amherst Transportation Center
University of Southern Mississippi

Office Location

Philadelphia, PA
Madison, WI
Cambridge, MA
College Station, Texas
Amherst, MA
Hattiesburg, MS

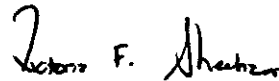
The firm of CTC & Associates, LLC received the best overall rating. This firm has an excellent reputation and has demonstrated their capability to perform the required services in work with other State Transportation Agencies.

CTC & Associates, LLC has agreed to furnish the professional services for an amount not to exceed \$24,924.21. This is a reasonable fee and is commensurate with the scope of the technical services to be furnished.

This Agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully-executed 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,



Victoria F. Sheehan
Commissioner

Attachments

NHDOT SPR2 Peer Exchange SOQ Review
Ranking Calculations

Submitter	Question #1			Question #2			Question #3			Question #4			Question #5			Reviewer Total			Total Ranking
	R#1	R#2	R#3	R#1	R#2	R#3	R#1	R#2	R#3	R#1	R#2	R#3	R#1	R#2	R#3	R#1	R#2	R#3	
B.T. Harter Inc.	2	2	2	1	1	3	2	2	4	3	3	5	2	4	5	10	12	19	41
Cambridge Systematics	5	4	3	3	2	2	4	3	3	2	1	2	3	2	1	17	12	11	40
CTC	1	1	1	2	3	1	1	1	1	1	2	1	1	1	3	6	8	7	21
Texas Transportation Institute	3	3	4	5	4	4	6	5	5	5	4	6	5	5	6	24	21	25	70
Umass - Amherst	4	5	5	4	5	5	5	4	6	4	5	3	4	3	2	21	22	21	64
Univ. of Southern Mississippi	6	6	6	6	6	6	3	6	2	6	6	4	6	6	4	27	30	22	79



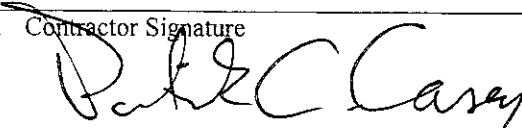
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

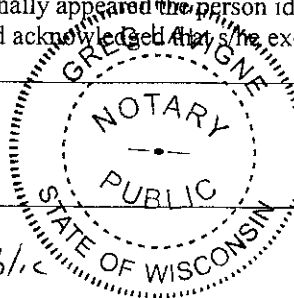
1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive Concord, NH 03302	
1.3 Contractor Name CTC & Associates, LLC		1.4 Contractor Address 4805 Goldfinch Dr. Madison, WI 53714	
1.5 Contractor Phone Number 608-345-8601	1.6 Account Number 04-96-96-962015-3036-046	1.7 Completion Date 3/31/2017	1.8 Price Limitation \$24,924.21
1.9 Contracting Officer for State Agency Peter E. Stamnas		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patrick C. Casey, CEO	

1.13 Acknowledgement: State of *Wisconsin*, County of *Dane*

On *5-19-2016*, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] *Greg LaVigne*



1.13.2 Name and Title of Notary or Justice of the Peace

Greg LaVigne Notary Public

1.14 State Agency Signature

William Cass Date: *6/1/16*

1.15 Name and Title of State Agency Signatory

William Cass, Asst. Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: _____ Director, On: _____

1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)

By: *Dianne Martin* On: *6/16/16*

1.18 Approval by the Governor and Executive Council (if applicable)

By: _____ On: _____

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials PCC
Date 5-19-2016



2016 NHDOT Research Peer Exchange Services Proposed Work Plan

Prepared for
Ann Scholz, New Hampshire Department of Transportation

Prepared by
Kim Linsenmayer, CTC & Associates LLC

May 10, 2016

Overview

The New Hampshire Department of Transportation Research Section plans to host a two-and-a-half-day peer exchange in the fall of 2016. The peer exchange will include NHDOT's research team (Ann Scholz and Beth Klemann), along with representatives from five other state DOTs.

Preliminary topics include:

- How to keep research projects on schedule.
- How to form a project Technical Advisory Group and keep them engaged.
- Developing and implementing technology transfer plans.
- Alternative deliverables to the final report to better support use of the results.
- Effective approaches for tracking implementation of research results.

NHDOT has selected CTC & Associates LLC to provide planning, facilitation and documentation services for the peer exchange. Below are CTC's proposed tasks for supporting this event. We are providing an estimated budget as a separate document. We look forward to working with NHDOT to refine this work plan as needed.

Tasks

Task 1: Peer exchange planning meetings and agenda development

- Coordinate, facilitate and document an initial peer exchange planning meeting with NHDOT staff to discuss the goals, topics, format and participants.
- Develop a one- or two-page peer exchange summary document that captures the overall goals, topics and key questions to address during the peer exchange. This will be used in early communications with the potential participants to set expectations and help with travel planning.

- Develop one or two versions of a peer exchange agenda for discussion with NHDOT staff during the second planning meeting.
- Coordinate, facilitate and document a second peer exchange planning meeting with NHDOT staff to review the draft agendas, status of participants, and logistical planning updates.
- Coordinate and facilitate a final planning meeting with NHDOT staff within two weeks of the peer exchange to walk through the final agenda and logistical details for the event.

Task 2: Participant communications, materials, logistics and travel coordination

- Work with NHDOT staff to determine potential dates for holding the peer exchange. Assist in identifying and inviting potential participants and confirming their availability for the selected dates.
- Identify and negotiate lodging at a downtown hotel for the participants. Work with NHDOT to arrange necessary shuttle transportation from the hotel to the NHDOT office building.
- Work with NHDOT staff to secure meeting space at the NHDOT office building.
- Arrange meals and beverages for the event, communicating with participants about potential food allergies or restrictions.
- Work with NHDOT to plan an evening meal for participants at a local restaurant.
- Work with NHDOT to arrange necessary equipment for the peer exchange, including a projector and screen, Internet access, extension cords, flip charts, etc.
- Communicate with peer exchange participants in advance of the exchange about their role and how to prepare. Obtain presentation files for photocopying and loading on the computer.
- Assist participants with travel planning, including purchasing their airline or train tickets, reserving hotel rooms, arranging transportation to/from the airport and providing an expense reimbursement form with guidelines.
- Within a week of the exchange, communicate final travel and logistical details to all participants.
- Prepare materials for use during the peer exchange, including the final agenda, note taking sheets that participants can use to capture takeaways and opportunities for NHDOT, name tags, tent cards, and folders for sharing handouts provided by the participants.

Task 3: Travel, facilitation and documentation

- Two CTC team members (Kim Linsenmayer and Kirsten Seeber) will attend the peer exchange, arriving the afternoon prior to meet with NHDOT staff if needed.
- Arrive at the meeting location well before the start time to ensure proper room and equipment setup (if this has not been taken care of the day before).
- Ensure meals and break items are delivered as expected and that necessary transportation is provided as planned.
- Support NHDOT in hosting the peer exchange and welcoming participants. Facilitate the discussions and keep the group on schedule.

- Continuously document the discussions, observations, questions and follow-up items during the exchange for later incorporation into a final report.
- Using participant note taking sheets and CTC's notes taken during the exchange, draft a summary document or presentation during the evening between the second and third days for use in the final wrap-up discussion and presentation to senior managers on the last morning.
- Take candid and group photos during the exchange for use in the final report, if desired.
- Travel back to Madison during the late afternoon and evening on the third day of the peer exchange.

Task 4: Final report, travel reimbursements and participant survey

- Prepare a final report of the peer exchange that is succinct and clear, effectively organized, and captures both the activities and outcomes of the peer exchange.
- Include in the report as appropriate the final agenda, attendee contact information, handouts, prepared presentations, reference materials shared, photos, etc.
- Deliver a draft version of the report for review by NHDOT staff and the peer exchange participants.
- Incorporate the feedback received and finalize the report in Word and PDF formats for NHDOT.
- Review expense reimbursement requests submitted by participants for accuracy and reimburse them as appropriate.
- Provide a final overview of all expenses to NHDOT staff, along with receipts, as desired.
- Develop and conduct a short survey of all participants to ask them about their peer exchange experience (content, facilities, communications, etc.). Compile the results in a short summary document for NHDOT.



**2016 New Hampshire Research Peer Exchange Budget
Proposed Budget for Travel & Staff Hours
May 17, 2016**

Budget Summary	
Travel costs	\$7,669.21
Staff support costs	\$17,255.00

Total: \$24,924.21

Billing Terms

CTC will bill NHDOT monthly for actual travel costs incurred and for actual staff hours used, not to exceed the budget maximum above. Payment terms are 30 days.

2016 New Hampshire Research Peer Exchange Budget Estimated Travel Expenses

Overview

The budget assumes that the peer exchange will last two full days and one half day. Participants will arrive the day before the exchange starts and travel home the afternoon/evening on the third day. Five state DOT representatives will attend (two from neighboring states requiring no air travel and three from states farther away). Two CTC staff members will also attend, traveling by air from Madison, Wisconsin.

Expected Expenditures		Description	Total
Airfare (5 people)			\$2,600.00
Georgia DOT Participant	\$500		
DOT Participant TBD	\$500		
DOT Participant TBD	\$500		
CTC Participant	\$550		
CTC Participant	\$550		
Total Estimated Cost		\$2,600	
Mileage*			\$442.80
From home to airport for 5 attendees who are flying		Estimated home to airport average - 30 miles roundtrip: .54 x 30 miles x 5 people	\$81.00
From home to hotel for Connecticut DOT participant		Estimated round trip from Newington, CT to Concord, NH 320 miles x \$.54	\$172.80
From home to hotel for a second neighboring state attendee		Estimated round trip from neighboring state to Concord, NH 350 miles x \$.54	\$189.00
Taxi To/From Airport (5 people - 3 DOTs and 2 CTC)			\$360.00
Manchester Airport to Holiday Inn Concord Downtown (4 trips - 2 staff from CTC would share)		\$55/trip x 4 trips	\$220.00
New Hampshire DOT to Manchester Airport (2 trips assumes ride sharing)		\$70/trip x 2 trips	\$140.00
Lodging** (7 people for 3 nights)			\$2,151.66
Holiday Inn Concord Downtown \$94/night + 9% tax = \$102.46/night		3 nights x 7 people x \$102.46	\$2,151.66
Meals - Conference Days***			\$1,243.00
Breakfast (7 guests at hotel)		3 days x 7 people x \$13 per meal	\$273.00
Lunch (10 people: 7 guests + 3 staff from NHDOT)		3 days x 10 people x \$15 per meal	\$450.00
Dinner (10 people: 7 guests + 3 staff from NHDOT)		2 days x 10 people x \$26 per meal	\$520.00
Meals - Travel days***			\$421.75
Arrive day before meeting starts (7 people) (75% of \$59 M&IE rate)		1 travel day x 7 people x \$44.25	\$309.75
Last day of travel when meeting ends (7 people) (reimbursement for dinner only)		1 travel day x 7 people x \$16	\$112.00
Parking at Departure Airport (5 people)		5 people x 4 days x \$10	\$200.00
Baggage Check (5 people)		Fees for checked luggage: \$50 x 5 people	\$250.00
TOTAL BUDGET			\$7,669.21

*Mileage rate from the GSA schedule: <http://www.gsa.gov/portal/category/26429>

**Lodging rate from the GSA schedule based on Concord, NH rates (\$94/night + 9% tax = \$102.46/night): <http://www.gsa.gov/portal/category/100120>

*Meal rate from the GSA schedule based on Concord, NH meal rates (Total - \$59, Breakfast \$13, Lunch \$15, Dinner \$26): <http://www.gsa.gov/portal/category/100120>

**2016 New Hampshire Research Peer Exchange Budget
CTC Staff Time**

Staff Name	Role	Hourly rate incl. overhead and fixed fee	Task 1		Task 2		Task 3		Task 4		Tasks 1-4	
			Planning meetings and agenda development		Participant communications, logistics, travel, materials		Travel, facilitation, documentation		Final report, reimbursements, survey		All Tasks	
			Hrs	Costs	Hrs	Costs	Hrs	Costs	Hrs	Costs	Hrs	Costs
Kim Linsenmayer	Chief Operations Officer	\$125	15	\$1,875	10	\$1,250	39	\$4,875	15	\$1,875	79	\$9,875
Kirsten Seeber	Operations Associate	\$90	10	\$900	26	\$2,340	36	\$3,240	10	\$900	82	\$7,380
Totals			25	\$2,775	36	\$3,590	75	\$8,115	25	\$2,775	161	\$17,255

2016 New Hampshire Research Peer Exchange
CTC & Associates
Fixed Hourly Rate Cost Detail
May 19, 2016

Staff/Role	Base Pay Rate	Overhead Rate inc. Fringe Benefits and Gen'l/Admin.	Subtotal	Fixed Fee	Total Loaded Rate inc. Overhead and Fixed Fee
		62.03%		10.00%	
Kim Linsenmayer, Chief Operations Officer	\$70.15	\$43.51	\$113.66	\$11.37	\$125.03
Kirsten Seeber, Operations Associate	\$50.50	\$31.33	\$81.83	\$8.18	\$90.01



DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

September 3, 2015

State of Utah

SHANE M. MARSHALL, P.E.
Deputy Director

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Mr Patrick Casey
CTC & ASSOCIATES, LLC
4805 GOLDFINCH DR
MADISON, WI 53714

Dear Mr Casey;

Based on our review of your financial screening application, effective **September 3, 2015**, your firm is financially approved and qualified to perform Consultant engineering services and submit project proposals to the Utah Department of Transportation (UDOT). However, **this letter must be returned** verifying your agreement to the following overhead rates: Fringe Benefits 33.63%; General and Administrative 28.40%; Total Overhead Rate 62.03%. The total overhead rate will be used on contracts during your one-year financial screening period. Since an overhead rate audit report was not submitted, your firm is limited to \$250,000 per contract. In some cases, your contracts may be limited to the state and federal small purchase cap amount of \$150,000..

Your financial screening will remain effective for one year expiring on **September 3, 2016**. Being part of the qualified and approved Consultant group does NOT mean you will secure work on projects without going through the standard selection process. If awarded a contract, overhead and fixed fee rates should not be calculated on any other additional direct costs billed. Please keep a copy of this letter for your records.

Your signature below indicates that you are in agreement with the overhead rate to be used for billing purposes. Please note, the final overhead rate is subject to the terms of the agreement and may be adjusted pending the result of an audit, if applicable.

Patrick Casey Patrick Casey CEO 9-9-15
Signature Printed Name Title Date

Please return this letter in the enclosed addressed envelope to: Mike Hanni

Thank you for your interest in doing business with UDOT. We look forward to continuing our association with you. If you need assistance or additional information, please contact me by email at mikehanni@utah.gov or call (801) 965-4138. Additional information can be found the the Consultant Services Manual of Instructions at www.udot.utah.gov/go/csmanuals.

Sincerely,

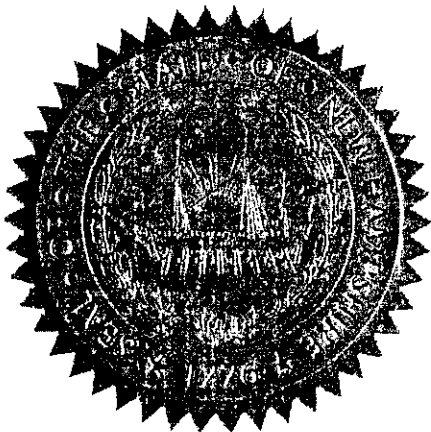
Mike Hanni, Financial Analyst
UDOT Consultant Services

Enclosures

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CTC & ASSOCIATES LLC is a New Hampshire limited liability company filed on May 26, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of May, A.D. 2016

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

William M. Gardner
Secretary of State

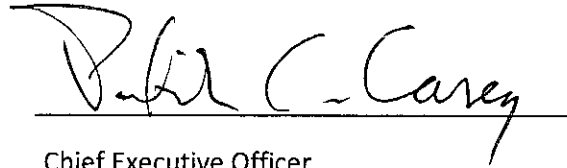
CERTIFICATION OF AUTHORITY

State of Wisconsin

City of Madison

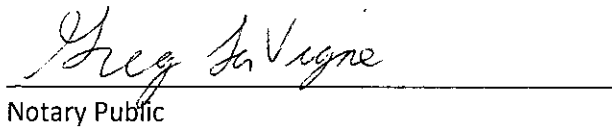
County of Dane

I, Patrick C. Casey, owner and sole member of the Limited Liability Company CTC & Associates LLC, 4805 Goldfinch Dr., Madison, Wisconsin, hereby affirm that I am authorized to enter into agreements and contracts for services with the New Hampshire Department of Transportation, specifically the agreement for 2016 Research Peer Exchange Services, and to incur ordinary and necessary obligations in connection with the agreement in the name of and on behalf of CTC & Associates LLC.

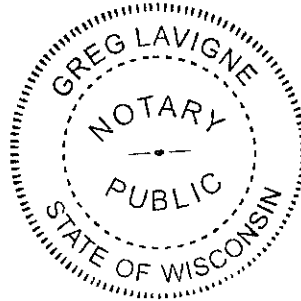

Chief Executive Officer

Date: May 19, 2016

Subscribed and sworn to and before me this 19th day of May, 2016


Notary Public

My commission expires: 11/16/19





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2016

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

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

PRODUCER Hausmann-Johnson Insurance Inc 700 Regent St., PO Box 259408 Madison, WI 53725-9408 Hausmann-Johnson Insurance	CONTACT NAME: Hausmann-Johnson Insurance PHONE (A/C, No, Ext): 608-257-3795 E-MAIL ADDRESS:	FAX (A/C, No): 608-257-4324													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Darwin Select Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Darwin Select Insurance Co		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED CTC & Associates LLC 4805 Goldfinch Drive Madison, WI 53714															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EPP0057449	01/07/2015	01/07/2018	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		EBA0057449	01/07/2016	01/07/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab Retro Date 1/7/11		03062827	01/07/2016	01/07/2017	Occurrence 2,000,000 Aggregate 2,000,000

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

RE: 2016 Research Peer Exchange Services

CERTIFICATE HOLDER

NEWHAMS

New Hampshire Department of Transportation
7 Hazen Drive
Concord, NH 03302

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

Gell Huan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2016

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.

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PRODUCER PAYCHEX INSURANCE AGENCY INC 150 SAWGRASS DR ROCHESTER, NY 14620 (877) 362-6785	CONTACT NAME: PHONE (A/C, No, Ext): (877) 362-6785		FAX (A/C, No): (877) 677-0447
	E-MAIL ADDRESS: paychex@travelers.com		
INSURED CTC & ASSOCIATES LLC 4805 GOLDFINCH DR MADISON, WI 53717		INSURER(S) AFFORDING COVERAGE INSURER A : THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC #

COVERAGES **CERTIFICATE NUMBER:** 732114234580141 **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	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-0E601458-16	01/07/2016	01/07/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 2016 RESEARCH PEER EXCHANGE SERVICES

CERTIFICATE HOLDER NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE CONCORD, NH 03302	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 <i>Mary J. Swan</i>
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