



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Aeronautics
February 16, 2022

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with WSP USA, Inc., Merrimack, NH (Vendor #174796), for an amount not to exceed of \$167,680.54, for development of an Unmanned Aircraft Systems (UAS) program plan to facilitate deployment of UAS in the Department's day-to-day activities, effective upon Governor and Council approval, through November 30, 2023. 100% Federal Funds.

Funding is available as follows:

04-96-96-962015-3036	<u>FY 2022</u>
SPR Research Funds	
046-500464 General Consultants Non-Benefit	\$167,680.54

EXPLANATION

The Department requires professional engineering design and UAS consultant services to develop a UAS program plan in order to facilitate deployment of UAS in the Department's day-to-day activities. The plan will outline the organizational structure and program requirements in order to streamline the process to implement this valuable technology, including data collection, procurement evaluation, plan development and program coordination.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration," dated August 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 Bridge Design, Environment, Highway Design, and Materials and Research, as well as the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for UAS program plan development (Statewide SPR, 42372B). The assignment was listed as a "Project Soliciting for Interest" on the Department's website on August 23, 2019, 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 September 26, 2019, for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on November 1, 2019 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on December 12, 2019 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. The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration.

and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of seventeen (17) consultant firms that were considered for this assignment, with the four (4) short-listed firms shown in bold, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
AECOM, Inc.	Manchester, NH
AI Engineers, Inc.	Middletown, CT
AppGeo, Inc.	Boston, MA
Argen Tech Solutions, Inc.	Concord, NH
Aerial Transportation Solutions	Herriman, UT
CAL Analytics	Columbus, OH
Collins Engineers, Inc.	Portsmouth, NH
Flymotion	Tampa, FL
Greenman-Pedersen, Inc.	Portsmouth, NH
HoveCon Project Solutions, LLC	Durham, NC
Juniper Unmanned, Inc.	Golden, CO
Mississippi State University	Starkville, MS
James W. Sewall Company	Old Town, ME
Steel City Drones, LLC	Pittsburgh, PA
VHB, Inc.	Bedford, NH
Weston & Sampson Engineers, Inc.	Manchester, NH
WSP USA, Inc.	Merrimack, NH

The firm of WSP USA, Inc. has been recommended for this contract. This firm has a good reputation and has demonstrated their capability to perform the necessary UAS and technical services for this assignment.

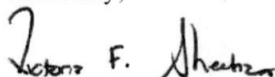
WSP USA, Inc. has agreed to furnish the required services for a total amount not to exceed of \$167,680.54. This is a reasonable fee and is commensurate with the complexity of the project and the scope of UAS and technical services to be furnished.

This project funding is 80% Federal Funds with 20% State match. Turnpike toll credit is being utilized for the match requirements, effectively using 100% Federal Funds. The Capital Budget Overview Committee approved the use of Turnpike toll credits on February 11, 2019.

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 services as outlined above.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

STATEWIDE
42372B
(UAS PROGRAM PLAN)

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ATTACHMENTS

- A. **SCOPE OF WORK** Prepared by WSP USA Inc. dated February 24, 2022

AGREEMENT EXECUTION ATTACHMENTS

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

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 28th day of February in the year 2022 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 WSP USA Inc., with principal place of business at 9 Executive Park Drive, Suite 101, Merrimack, NH 03054, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, develop an Unmanned Aircraft Systems (UAS) Program plan in order to facilitate deployment of UAS in its day-to-day activities. This UAS Program plan will outline the organizational structure and program requirements in order to streamline the process to implement this valuable technology. These services are outlined in the CONSULTANT'S Scope of Work dated February 24, 2022 and Fee Proposal dated February 8, 2022. The Scope of Services is included in this AGREEMENT as Attachment A. The Fee Proposal 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. DESCRIPTION OF PROJECT

This project involves development of an Unmanned Aircraft Systems (UAS) Program plan in order to facilitate deployment of UAS in its day-to-day activities. This UAS Program plan will outline the organizational structure and program requirements in order to streamline the process to implement this valuable technology.

B. SCOPE OF WORK

1. Data Collection

The Consultant will review UAS applications utilized by DOTs nationwide, the related operational missions of those DOTs, and proposed or emerging UAS applications. The Consultant will evaluate the ability of each UAS application in terms of effectiveness, efficiency, safety, cost and labor savings as it applies to NHDOT. The Consultant will identify NHDOT missions that might be better served by enhancing traditional methods with UAS, as opposed to UAS applications that replace traditional NHDOT methods. This review will identify needed support systems or infrastructure (e.g., data storage, data interface, avionics, sensors, software, UAS platforms, etc.) associated with these UAS applications.

2. Evaluation

The Consultant will evaluate the possibility of NHDOT UAS ownership vs. hiring a UAS consultant. Additional constraints to be evaluated include cost, legal, regulatory, and other factors. The Consultant will develop alternatives to UAS implementation for NHDOT based on this evaluation and include these alternatives as part of the deliverables.

3. Implementation Plan

The Consultant will develop an implementation plan with actionable steps that NHDOT can take to implement a UAS program. This implementation plan should include drafts of UAS policy for NHDOT, UAS outreach plan, UAS privacy policy, UAS safety plan, staff requirements to support this UAS program, and other program requirements. Based on this evaluation the Consultant will make a recommendation of UAS management structure and UAS data organization within NHDOT, noting any limitations or other considerations used in making this recommendation. To support this implementation plan, the Consultant will evaluate current UAS legislation nationwide and recommend UAS legislation specific to New Hampshire.

ARTICLE I

4. Meetings and Coordination

The Consultant will develop a schedule of stakeholder meetings to include but not limited to: project kick-off meeting, presentations to the Technical Advisory Group, draft implementation plan review, and final implementation review. Routine status updates regarding project efforts are to be included, but are not required to be in-person meetings.

5. Other Deliverables

- Create working papers that describe work completed to date on a project task including project findings and recommendations.
 - These working papers are intended to be included as appendices to the implementation plan.
 - One working paper is anticipated for each contract item.
 - Charts, graphs, and/or pictures should be included to support working papers.
 - Draft working papers should be submitted in electronic form as .pdf or Word document.
- Summarized or raw data as appendices.
- Executive Summary of the implementation plan.
- Implementation plan roadmap poster.

C. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the CONSULTANT with the appropriate materials, in electronic and/or hardcopy format, as needed to perform the assigned work.

D. WORK SCHEDULE AND PROGRESS REPORTS

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

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

The CONSULTANT shall 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.

ARTICLE I

E. SUBMISSION OF REPORTS, PLANS, AND DOCUMENTS

The submissions shall be as necessary in accordance with Attachment A. Each submission shall be supplemented with such drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts and designs.

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. All plan drawings, including size of sheets, lettering, symbols, and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. 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 2010 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2010 or NHDOT compatible version
Databases:	Microsoft Access 2003 or NHDOT compatible version

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

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

FTP: Files posted to the DEPARTMENT'S FTP site can be actual size or compressed. Contact the Project Manager for instructions for accessing the FTP site.

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

ARTICLE I

Copies: The CONSULTANT shall provide electronic copies of the deliverables for each Phase of Work as described in the Scope of Services in Attachment B. 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.

F. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional services rendered under this AGREEMENT is November 30, 2023.

ARTICLE II

ARTICLE II – COMPENSATION OF CONSULTANT FOR LUMP SUM AGREEMENTS

A. GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT, except as otherwise herein provided, a total lump sum of **\$167,680.54**, apportioned as follows:

1. Direct Labor: \$65,720.69
2. Overhead (130.51%): \$85,772.07
3. Fixed Fee (10%): \$15,149.28
4. Expenses: \$1,038.50

Said total lump sum includes all labor, overhead, profit (10.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs and shall be considered full compensation for the work described in this AGREEMENT.

This total sum may be exceeded only when there is a significant change in the scope or character of the work and by prior negotiation of a formal amendment to the AGREEMENT. Any additional fee for revisions or other services shall be as specified in Sections B and C below. Significant reductions in the scope or character of work, which may become desirable or necessary as the work progresses, may require a reduction in the total lump sum through negotiation, and shall be documented by a formal amendment to the AGREEMENT.

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

B. ADDITIONAL FEE FOR REVISIONS OR ADDITIONAL SERVICES

If the CONSULTANT performs services for revisions of the plans or other services under the provisions of Article IV, Section D, or the first paragraph of Article IV, Section E, and depending upon how well the scope of work can be defined, it shall be paid as its total fee for such services either the actual cost plus fixed fee for profit and other non-reimbursed costs or a lump sum fee negotiated by the CONSULTANT and the DEPARTMENT. Form and fee of such payment shall be determined prior to performance of such services.

If the CONSULTANT performs additional design services under the provisions of the second

ARTICLE II

paragraph of Article IV, Section E, it shall be paid as its total fee for such services a lump sum fee negotiated by the CONSULTANT and the DEPARTMENT.

C. ADDITIONAL FEE FOR EXTENSION OF TIME

Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the lump sum fee may be renegotiated.

D. SCHEDULE OF PAYMENTS

Payments on account for the fee for services rendered under this AGREEMENT shall be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The 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.

E. 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.

ARTICLE II

- 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 InternalAudit@dot.nh.gov or in writing.

F. 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 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

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

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 9 Executive Park Drive, Suite 101, Merrimack, NH 03054.

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

ARTICLE IV

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:

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

ARTICLE IV

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.

ARTICLE IV

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 COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

ARTICLE IV

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.

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 liability 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. Business automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or

ARTICLE IV

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.

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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

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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

ARTICLE IV

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).



**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION (NHDOT)
DEVELOPMENT OF AN UNMANNED AIRCRAFT SYSTEMS (UAS) PROGRAM 43272B
SCOPE OF WORK**

INTRODUCTION

NHDOT identified a need to develop a UAS program implementation plan in order to facilitate deployment of UAS to various agency mission areas. This UAS program implementation plan will outline the various program requirements and policies necessary to effectively integrate UAS technology. NHDOT issued a request for Letters of Interest and selected the WSP USA, Inc. team (WSP) for this project. This document presents the scope of work for developing the UAS program implementation plan. It is anticipated that the notice to proceed (NTP) will be on or around April 21, 2022. All dates referenced are based on the assumed NTP date.

PROJECT MANAGEMENT

WSP Project Manager, **Jagannath Mallela**, shall serve as the primary point of contact for NHDOT. The secondary WSP point of contact for this project is **Paul Wheeler**. Contact information for these individuals is as follows. At least one of these individuals will be available to answer any questions NHDOT has during regular business hours throughout the duration of this effort.

Jagannath Mallela, Ph.D.
Phone: +1 217 649 8754
jag.mallela@wsp.com

Paul Wheeler
M+ 1 801-232-9265
Paul.wheeler@wsp.com
NHDOT Technical Advisory Group (TAG)

WSP shall provide recommendations on the composition of the TAG. Potential NHDOT business groups represented include Aeronautics; Materials and Research; Bridge Maintenance; Transportation Systems, Management, and Operations (TSMO); Right-of-Way; Construction; and Policy and Administration.

The TAG will oversee all project activities, advise and review WSP work products in a timely manner, and serve as the conduit to key NHDOT business groups that will participate in the project activities such as the interviews and requests for data/information. WSP and the TAG shall work closely throughout the execution of the project and maintain an open and responsive line of communication.

Communications

WSP shall schedule and participate in regularly scheduled calls and meetings with the TAG and other necessary business groups/stakeholders to discuss work activities, to present findings, and seek concurrence or a decision of key aspects of the project.

WSP shall schedule either an in-person or a virtual 2-hour kickoff meeting with the TAG within 20 working days of contract notice to proceed (NTP). If an in-person meeting is the desirable option, the meeting shall take place at NHDOT in Concord, NH. No more than two (2) WSP staff will attend this kickoff meeting. The kickoff meeting shall showcase the work plan, expectations, key milestones, participation needs from NHDOT staff, and high-potential NHDOT mission areas ripe for UAS integration.



WSP shall schedule four (4) 1-hour quarterly progress teleconference calls with staff from NHDOT Division of Aeronautics and Bureau of Materials and Research to provide an update on project activities and discuss upcoming activities and needs. After Task 2 is completed, WSP shall schedule and deliver a 1-hour webinar to the TAG on project activities. Also, WSP shall deliver a 30-minute virtual or in-person presentation to NHDOT staff and the TAG at the "Major Staff" meeting on Task 2 activities. After the strategic roadmap is completed, WSP shall schedule and deliver a 1-hour webinar to the TAG on the roadmap. After the completion of Task 3, WSP shall schedule and deliver an in-person 30-minute presentation to the TAG and NHDOT senior leadership on the project results.

WSP shall submit four (4) quarterly progress reports within 10 working days following the end of the quarter. The progress report shall follow a consistent structure/layout in accordance with NHDOT guidelines including providing percent work completed/costs incurred and percent time expended for the contract, discussion on the work completed for the reporting period, share concerns and issues (including any mitigation measures employed), and work expected to be completed during the next reporting period.

As per the attached *ARTICLE I – DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED*, WSP anticipated work plan includes three (3) basic phases – State of the Practice Review/Use Case Analysis; Capability Gap/Business Model Analysis; and Strategy/Implementation Planning.

Deliverables

1. Virtual or in-person 2-hour kickoff meeting – two (2) WSP staff (maximum).
2. 1-hour quarterly (4) progress teleconference calls – one (1) WSP staff (minimum).
3. 1-hour webinar after Task 2 and 30-minute in-person or virtual "Major Staff" briefing – one (1) WSP staff.
4. 1-hour webinar after strategic roadmap is developed – one (1) WSP staff (minimum).
5. Quarterly (4) progress reports.
6. Final 30-minute in-person presentation to TAG and NHDOT senior leadership.

TECHNICAL DELIVERY

TASK 1a – STATE OF THE PRACTICE REVIEW

WSP shall review and update the New England Transportation Consortium (NETC) Project 18-3 Task 1 Interim Report on the national state of the practice for using UAS technology in support of transportation applications. The emphasis shall be on new literature, improved UAS capabilities, and validating NETC findings with current market conditions. Consistent with suitable NHDOT mission areas, WSP shall analyze each application for effectiveness in achieving desired outcomes, efficiency in performing required tasks, and cost/labor savings for implementing UAS technology.

Once the national state of the practice review is complete, WSP shall plan and deliver a workshop for senior and junior NHDOT staff from key business groups (e.g. Aeronautics; Materials and Research; Bridge Maintenance; Transportation Systems, Management, and Operations (TSMO); Right-of-Way; Construction; Policy and Administration, etc.) to gather necessary information regarding requirements and capability (e.g. organizational, information, data, and technology). WSP shall prepare a production plan for the workshop within 30 working days following the NTP that includes activities such as sourcing and engaging participants, logistics, audio/visual needs, and a proposed agenda. WSP shall host a 2-hour



planning meeting for the workshop (using WebEx or other virtual meeting platform) with key NHDOT staff. NHDOT shall provide support with sourcing and engaging participants and ensuring the meeting space is setup. WSP shall deliver an in-person 4-hour workshop with senior and junior NHDOT staff (no more than 20 staff). The workshop shall consist of a general session and two breakout sessions (one for senior staff and one for junior staff). The general session shall focus on understanding internal NHDOT factors affecting a UAS program (e.g. strengths, weaknesses, constraints, etc.) and external factors affecting a UAS program (e.g. politics, legislation, opportunities, threats, etc.). The breakout sessions shall focus on requirements gathering in specific areas including organizational and capacity, information, data, and technology.

Deliverables

1. Workshop production plan (within 30 working days following the NTP).
2. 2-hour planning meeting for the workshop (via webinar) – two (2) WSP staff (within 30 working days following the NTP).
3. 4-hour in-person workshop and breakout sessions – two (2) WSP staff.
4. Interim report on national state of the practice review and findings from workshop.

Schedule: WSP will submit deliverables for review 50 working days following NTP. NHDOT will review deliverables and provide comments 5 working days following WSP submission. WSP shall submit final deliverables 60 working days following NTP.

TASK 1b – USE CASE STUDY AND ANALYSIS

WSP shall design and conduct up to six (6) case studies on select transportation applications ripe for UAS technology integration using a 2-hour interview (teleconference) for each use case and a 1-hour process mapping session (using WebEx or other virtual meeting platform) for each use case. These case studies shall be informed by previous case studies conducted in association with/for NHDOT. The intent of these case studies is to evaluate traditional workflows (data and process) to identify areas that can be enabled through the use of UAS technology. For example, if traffic sign maintenance is selected as a use case, WSP shall interview NHDOT maintenance staff to better understand their current resource allocation and decision-making workflows, the information and data required to meet their objectives such as inventorying and assessing condition of assets, the compliance requirements in policy/regulation, and define opportunities (i.e. data and process enrichment) for integrating UAS technology.

The case studies will showcase the UAS technology and support systems necessary for integration with a focus on specifications rather than specific systems. Also, the traditional methodology shall be evaluated for mandatory and discretionary criteria to ensure compliance with policy/regulation. A benefit/cost framework shall be developed for each use case to showcase important considerations to support a business case for any investments.

Deliverables

1. Up to six (6) 2-hour interviews – two (2) WSP staff.
2. Up to six (6) 1-hour process mapping sessions – two (2) WSP staff.
3. Interim Report on the use case studies and workflow analysis.



Schedule: WSP will submit deliverables for review 110 working days following NTP. NHDOT will review deliverables and provide comments 5 working days following WSP submission. WSP shall submit final deliverables 120 working days following NTP.

TASK 2 – CAPABILITY GAP ANALYSIS AND BUSINESS MODEL ANALYSIS

WSP shall develop and distribute a request for information to NHDOT Aeronautics to understand current capability maturity in four (4) key organizational dimensions including people (capacity, competencies, culture, etc.), processes (procurement, FAA coordination, UAS technology deployment, etc.), technology (UAS technology, support systems, etc.), and policy (UAS, data, safety, etc.). Working closely with NHDOT Aeronautics, WSP shall benchmark current maturity levels and establish a target maturity level for the NHDOT UAS program. Also, WSP shall analyze the capability maturity gap and define strategies to incrementally fill or bridge the gap over a defined timeline.

NHDOT will provide current policies and guidelines that may affect the UAS program including data governance, workforce development, technology procurement, interagency coordination, safety, etc. WSP shall review the policies and identify improvements to further enable the use of UAS technology.

WSP shall evaluate and develop the benefits and approximate costs associated with potential business models for the UAS program and present (in-person) a recommended business model and capability maturity model at a “Major Staff Meeting”. The presentation shall include a printed timeline graphic on the progress NHDOT has made and how much momentum has been achieved. NHDOT Aeronautics will request concurrence from NHDOT senior leadership on proposed business model for the UAS program. NHDOT will notify WSP of decision.

Deliverables

1. Capability maturity model (within 150 days following NTP).
2. 30-minute in-person presentation to NHDOT staff and the TAG at a “Major Staff Meeting” – two (2) WSP staff.
3. Interim report on capability gap analysis and business model analysis. The report shall showcase all UAS-related activities completed by NHDOT or are in progress to demonstrate the current momentum.

Schedule: WSP will submit deliverables for review 180 working days following NTP. NHDOT will review deliverables and provide comments 5 working days following WSP submission. WSP shall submit final deliverables 190 working days following NTP.

TASK 3 – STRATEGIC PLANNING AND IMPLEMENTATION PLAN DEVELOPMENT

WSP shall design and develop a framework for the strategic roadmap including the structure, sequence, timeline, and dependencies. This framework shall be reviewed with NHDOT for concurrence. The capability maturity model shall inform the build out of the strategic roadmap. The strategic roadmap shall include a value-based vision and mission statement, goals and objectives, and actionable activities with milestones, metrics, and constraints/dependencies. In collaboration with NHDOT, WSP shall calibrate the sequencing of activities based on mission criticality, return on investment, priorities, and areas of rapid success. WSP shall also include contingency plans and activities for potential inhibitors of progress along with mitigation measures that can be easily implemented if conditions change.



WSP shall develop governance documents and policies for the UAS program including a program charter, UAS policy, privacy policy, safety management plan, and proposed legislation (using other states as an example).

WSP shall develop pilot project planning and feedback criteria that enables the evaluation of UAS technology in support of subsequent applications.

NHDOT will review the draft implementation plan as well as the governance documents and provide feedback/comments to WSP within 50 working days after submission. WSP shall address comments and submit final implementation plan and any outstanding deliverables within 50 working days after receiving feedback/comments from NHDOT.

Deliverables

1. Draft and final strategic roadmap and implementation plan (with executive summary) that includes governance documents, policies, and pilot project criteria.
2. Fact sheet and poster.

Schedule:

Draft Submission of strategic roadmap, fact sheet and poster– 280 working days following NTP.

Draft submission governance documents and policies for the UAS program (including a program charter, UAS policy, privacy policy, safety management plan, and proposed legislation) – 330 working days following NTP.

Final Submission of strategic roadmap and governance documents/policies– 380 working days following NTP.

Final Submission of fact sheet and poster – 400 working days following NTP.

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. DESCRIPTION OF SERVICES

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to the following:

Provide consulting and technical services to support the development of an unmanned aircraft systems (UAS) program implementation plan for the DEPARTMENT. The services provided by this AGREEMENT include applied research, analysis, facilitating meetings, and strategic planning to enable the deployment and implementation of UAS technology in support of suitable DEPARTMENT mission areas.

B. SCOPE OF WORK

The DEPARTMENT is developing a UAS program implementation plan in order to facilitate deployment of UAS to various agency mission areas. This UAS program implementation plan will outline the various program requirements and policies necessary to effectively integrate UAS technology. The scope of work includes project management activities including progress reports, three in-person meetings (kickoff meeting, post-Task 2 presentation at “Major Staff” meeting, and presentation to TAG and NHDOT senior leadership), and six virtual meetings (four quarterly progress meetings and two post-task meetings); a state of the practice review and use case analysis; capability and business model analysis; and strategy and implementation planning. This AGREEMENT includes the following services and deliverables:

Task 1 – State of the Practice Review and Use Case Analysis activities

- Review national UAS practices.
- Workshop planning and delivery.
- Use Case design, study, and analysis.
- Deliverable: Task 1a Interim Report.
- Deliverable: Task 1b Interim Report.

Task 2 – Capability and Business Model Analysis

- Develop, distribute, and analyze request for information/data.
- Develop capability maturity model.
- Review and analyze relevant policies and guidelines.
- Evaluate, develop, and recommend UAS program business model.
- Deliverable: Task 2 Interim Report.

Task 3 – Strategy and Implementation Planning



- Design and develop strategic roadmap framework.
- Build strategic roadmap.
- Develop pilot project planning/feedback criteria.
- Deliverable: UAS program governance documents/policies.
- Deliverable: draft and final implementation plan.
- Deliverable: fact sheet and poster.

B. SCHEDULE

- Notice to Proceed (NTP): TBD
- Task 1a completion: 60 working days following NTP
- Task 1b completion: 120 working days following NTP
- Task 2 completion: 190 working days following NTP
- Task 3/Project Completion: 400 working days following NTP

NHDOT Development of Unmanned Aircraft System (UAS) Program Implementation Plan

wsp

			Name	Jagannath Mallela	Paul Wheeler	Bethany Dickenson	Sandra Wong		Total Hrs
			Role	Principal II	Operations Manager / Lead Engineer	Associate Consultant III	Administrative Staff		
WBS									
1.a.1	Task 1: State of the Practice Review and Use Case Analysis	Review national UAS practices	4	12	20				36
1.a.2		Workshop planning and delivery	4	14	2			20	
1.a.3		Task 1a Interim Report	4	20	48			72	
1.b.1		Use Case design, study, and analysis	10	20	70			100	
1.b.2		Task 1b Interim Report	4	20	48			72	
2.1	Task 2: Capability and Business Model Analysis	Develop capability maturity model	10	8	70			88	
2.2		Review and analyze relevant policies and guidelines	4	16	48			68	
2.3		Evaluate, develop, and recommend UAS program business model	16		90			106	
2.4		Task 2 Interim Report	6	12	48			66	
3.1	Task 3: Strategy and Implementation Planning	Design and develop draft implementation plan	24	48	96			168	
3.2		Develop final implementation plan	6	32	40			78	
3.5		Develop fact sheet and poster	1	4	29			34	
4.1	Task 4: PM	Kickoff Meeting and Progress Meetings	6	13	20			39	
4.2		Project Management	8	24	20	10		62	
Total - All Tasks			107	243	649	10		1,009	
Hourly Rate			\$ 139.12	\$97.66	\$41.13	\$41.01			
Direct Labor Total			14,885.84	\$23,731.38	\$26,693.37	\$410.10		\$65,720.69	
						Overhead %	130.51%	\$85,772.07	
						Profit/Fee %	10.00%	\$15,149.28	
						Subtotal=		\$166,642.04	
						Direct Expenses =		\$1,038.50	
						TOTAL =		\$167,680.54	
			Unit Cost	Units	Total				
Airfare			700.00	1	\$ 700.00				
Lodging (GSA Per Diem)			104.00	1	\$ 104.00				
Meals and Incidentals (GSA Per Diem)			66.00	1	\$ 66.00				
Rental car			55.00	2	\$ 110.00				
Mileage (IRS 2022)			0.59	100	\$ 58.50				
Subconsultant (UVM and ARE)					\$				

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.

WSP USA Inc.
(Company)

By: 

Director of Operations, U.S. Advisory Services; Vice President
(Title)

Date: 2/28/22

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(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

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

2/28/22

(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Director of Operations, U.S. Advisory Services; Vice President and duly-authorized representative of the firm of WSP USA 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.

2/28/22

(Date)



(Signature)

Attachment 4


CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Project Development 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):

March 11, 2022
(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: Sandra I. Wong
Digitally signed by Sandra I. Wong
Date: 2022.03.01 15:29:44 -05'00'

Project Accounting Consultant

Dated: 2/28/22

CONSULTANT

By: 

Director of Operations, U.S. Advisory Services; Vice President
(TITLE)

Dated: 2/28/22

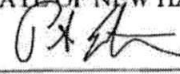
Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jouvelakas

Dated: March 11, 2022

THE STATE OF NEW HAMPSHIRE

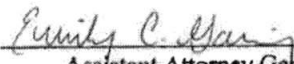
By: 
Peter E. Stamnas
Director of Project Development
for DOT COMMISSIONER

Dated: March 11, 2022

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: 3/22/2022

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

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 WSP USA INC. is a New York Profit Corporation registered to transact business in New Hampshire on June 20, 1977. 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: 2923

Certificate Number: 0005674030



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of February A.D. 2022.

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

William M. Gardner
Secretary of State

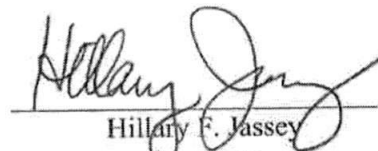
WSP USA Inc.

SECRETARY'S CERTIFICATE

I, Hillary F. Jassey, Secretary of WSP USA Inc. (the "Company"), do hereby certify on behalf of the Company and not in my individual capacity that on August 4, 2020 the Board of Directors of the Company adopted the following resolution:

"RESOLVED, that parties authorized by the Delegation of Authority may sign statements of qualifications, proposals and any resulting project contracts or amendments in accordance with the Delegation of Authority."

I further certify that the resolution has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached and that, as Director of Operations, U.S. Advisory Services of the Company, Matthew A. Henley is authorized by the Delegation of Authority to sign the Unmanned Aircraft Systems Program Plan, by and between the State of New Hampshire, acting by and through its Commissioner of the Department of Transportation and the Company. This authority **remains valid for thirty (30) days** from the date of this corporate resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the Company.


Hillary F. Jassey
Secretary

February 18, 2022

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2022

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
Arthur J. Gallagher Risk Management Services, Inc.
250 Park Avenue, 5th Floor
New York NY 10177

CONTACT NAME: AJG Service Team

PHONE (A/C, No, Ext): 212-994-7100

FAX (A/C, No): 212-994-7047

E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Insurance Corporation

42404

INSURER B: Zurich American Insurance Company

16535

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
WSP USA Inc.
One Penn Plaza
New York, NY 10119

WSPGLOB-01

COVERAGES

CERTIFICATE NUMBER: 232892243

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO983581908	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COM/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-621-094060-031	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-62D-094060-011	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

RE: WSP Opp. No. 201908122 | Develop an Unmanned Aircraft Systems (UAS) Program Plan | Agreement No. 42372B

State of New Hampshire Department of Transportation/Bureau of Environment is included as Additional Insured with respect to the General Liability policy as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

State of New Hampshire Department of
Transportation/Bureau of Environment
John O. Morton Building
7 Hazen Dr., P.O. Box 483
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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177		CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-981-2485 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com		FAX (A/C, No): 212-994-7074
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: QBE Specialty Insurance Company		11515
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1639581890

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
	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"/> PROJECT <input type="checkbox"/> LOC 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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> 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 Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2021	10/31/2022	Per Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION
RE: WSP Opp. No. 201908122 | Develop an Unmanned Aircraft Systems (UAS) Program Plan | Agreement No. 42372B
Professional liability SIR : \$75,000

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Transportation/Bureau of Environment John O. Morton Building 7 Hazen Dr., P.O. Box 483 Concord NH 03302	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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