



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



25 [Signature]

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Office of Asset Management, Performance, & Strategy
October 25, 2017

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with the firm of Cambridge Systematics, Inc., Medford, MA, Vendor #210195; for an amount not to exceed \$500,000.00, for on-call asset management related consulting services, effective upon Governor and Council approval through December 31, 2019. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2018 and FY 2019, and are contingent upon the availability and continued appropriation of funds in FY 2020, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

Table with 4 columns: Account Number, FY 2018, FY 2019, FY2020. Row 1: 04-96-96-962515-2944 SPR Planning Funds. Row 2: 046-500464 Gen Consultants Non-Benefit with values \$125,000, \$250,000, \$125,000.

EXPLANATION

The Department requires on-call engineering and technical services to support on-going asset management initiatives within the Department and will complement the work being performed by the staff of the Asset Management, Performance, and Strategy (AMPS) section and the overall Department. The types of services required under the terms of this agreement will generally include transportation asset management and engineering tasks for asset inventory, modeling and forecasting, prioritization and cross asset allocation, data governance, application rationalization, life-cycle planning, data quality, and risk assessment. Transportation assets are physical infrastructure including all components that support the operation of the transportation network.

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for a Statewide On-Call Asset Management Services contracts. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on September 30, 2016, 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 November 10, 2016 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three (3) shortlisted firms were notified on December 23, 2016 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms' technical proposals on February 9, 2017 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, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval.

Upon receipt of the Assistant Commissioner's approval, the shortlisted firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

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

Consultant Firm

Office Location

AECOM Technical Services, Inc.

Manchester, NH

Applied Pavement Technology, Inc.

Urbana, IL

Cambridge Systematics, Inc.

Medford, MA

CHA Consulting, Inc.

Keene, NH

EMG Corporation

Owings Mills, MD

Fugro Roadware, Inc.

Mississauga, ON

Greenman-Pedersen, Inc.

Portsmouth, NH

Spy Pond Partners, LLC

Arlington, MA

Vanasse Hangen Brustlin, Inc.

Bedford, NH

WSP Parsons Brinckerhoff, Inc.

Manchester, NH

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

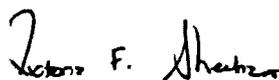
Cambridge Systematics, Inc. has agreed to furnish the on-call services for an amount not to exceed \$500,000.00. The cost for individual Task Orders assigned under this contract will be negotiated and use of a modified cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Asset Management Services 41239) 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.

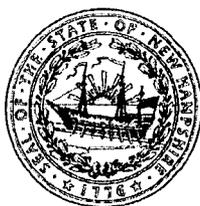
This project funding is 80% federal funds with 20% state match. Turnpike toll credit is being utilized for match requirements, effectively using 100% federal funds. The use of Toll Credits for this project was approved by the Capital Budget Overview Committee on June 21, 2017 (approval letter attached).

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

Sincerely,



Victoria F. Sheehan
Commissioner



CAP 17-022

MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-3161

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Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

June 21, 2017

Victoria F. Sheehan, Commissioner
Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord, New Hampshire 03302-0483

Dear Commissioner Sheehan,

The Capital Budget Overview Committee, pursuant to the provisions of RSA 228:12-a, on June 21, 2017 approved the request of the Department of Transportation, Bureau of Planning and Community Assistance, to use \$2,168,250 of Turnpike Toll Credit, based on the \$10,841,250 estimated cost of all work efforts over the 2 year period to meet funding match requirements for; the proposed Statewide Planning and Research (SPR) Transportation Planning Work Program for 2018-2019, subject to the conditions as specified in the request dated June 5, 2017.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment

Cc: William Cass, P.E., Assistant Commissioner, Dept. of Transportation
Bill Watson, Bureau of Planning and Community Assistance, Dept. of Transportation ✓



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

The Honorable Gene G. Chandler, Chairman
Capital Budget Overview Committee
State House
Concord, New Hampshire 03301

Bureau of Planning and Community Assistance
June 5, 2017

REQUESTED ACTION

Pursuant to the provisions RSA 228:12-a, Use of Toll Credits, the Department requests the Capital Budget Overview Committee approve the Department of Transportation's use of Toll Credits to meet funding match requirements for the proposed Statewide Planning and Research (SPR) Transportation Planning Work Program for 2018-2019. The estimated cost of all work efforts over the 2 year period is \$10,841,250. Based on the estimated cost, the maximum amount of Turnpike Toll Credit needed is \$2,168,250.

EXPLANATION

The Department's SPR Transportation Planning Work Program includes in-house planning activities such as the development of the State's Ten Year Transportation Plan and the federally required four year Statewide Transportation Improvement Program (STIP). The Department also maintains Geographic Information Systems (GIS) mapping data sets to support federally required roadway and bridge inventory reporting, public road mileage, as well as, asset inventories that support the Department's Asset Management Efforts. In addition, funding in the SPR Planning Work Program is set aside for contracts with the nine Regional Planning Commissions (RPCs) in New Hampshire. The RPCs provide transportation planning services for their communities in support of the Ten Year Plan, the STIP and other federally required efforts. Four of the nine Regional Planning Commissions, also known as Metropolitan Planning Organizations (MPOs), have additional federal requirements and dedicated funding just for these efforts. These contracts with the RPCs help the Department meet federal requirements and provide a valuable connection from the Department to the 234 communities within the State to develop transportation priorities and plans in support of the Ten Year Plan.

Funding is from the annual State Planning and Research (SPR) program, a mandated federal program set-aside. Your approval of the above action is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments



Nathan R. Higgins, AICP

Senior Associate



Mr. Higgins is a Senior Associate at Cambridge Systematics with over 10 years of experience in many aspects of transportation planning and analysis, including long-range planning, congestion management, operations analysis, freight planning, greenhouse gas emission planning, and others. He has a reputation for creative thinking, problem solving, and innovation. His breadth of experience helps him to translate the technical material for executives and managers.

Relevant Experience →

Massachusetts DOT Transportation Asset Management Strategic Plan. For the Massachusetts Department of Transportation (MassDOT), Mr. Higgins developed a Highway Division-wide strategy for improving business practices, systems, and data necessary to support asset management decision-making. This included assessing financial data and reporting. The effort helped set the stage for MassDOT's initial Transportation Asset Management Plan (TAMP). He summarized national and international asset management best practices, developed a comprehensive set of business needs for asset and maintenance management, assessed gaps, and developed set of recommendations addressing data collection, data governance, data dictionaries, program governance, reporting, data flows, Internet hosting, and IT technical architecture. From this work, he developed an Asset Management Strategic Plan for the Highway Division. He is now implementing the plan.

New Hampshire, South Carolina, and Florida Asset Management Plans. For the New Hampshire, South Carolina, and Florida Departments of Transportation, Mr. Higgins is developing the initial TAMP. Structured around FHWA's initial guidelines for developing a TAMP, he has held workshops with asset managers within each DOT and continues to work with subject matter experts to tell the story of how these states manage their assets. Through these efforts, he has led sessions to understand and document how these DOTs manage risk, inventory their assets, assess their condition, project revenues, assess expenditures, and prioritize work. He was the Project Manager for the Massachusetts TAMP.

Alaska Transportation Asset Management Information System (TAMIS). Mr. Higgins supported an effort to design and map a strategy for asset management systems integration to support decision-making in Alaska. He reviewed current systems used for asset management, considered key business processes necessary for decision-making, and recommended an approach to take advantage of existing systems to support decision-making.

NCHRP 14-20 – Consequences of Delayed Maintenance. Mr. Higgins, as Deputy Project Manager, developed a process for quantifying consequences of delaying maintenance treatments for highway pavement, bridges, and other assets for the National Cooperative Highway Research Program (NCHRP).

Massachusetts DOT Multimodal Plan. As the Deputy Project Manager, Mr. Higgins assessed performance measures using asset management systems for Massachusetts' roadways, bridges, buses, commuter

rail, subway, light rail, and airports to develop a balanced funding program meeting the needs of the customers of the Commonwealth's multimodal transportation system.

FHWA Tools for Performance Management. As Deputy Project Manager, Mr. Higgins surveyed members of Federal, state, and metropolitan planning organization agencies to identify and evaluate a comprehensive list of tools and methods for performance management.

National Cooperative Highway Research Program (NCHRP) 8-36 Task 128 Guide for Data Visualization for Transportation Agencies. For NCHRP, as the Principal Investigator, Mr. Higgins is collecting industry best practices for data visualization, categorizing tools and methods, and recommending ways that Transportation agencies can use these to improve communication with stakeholders. The effort has produced a draft interactive web site that guides users through a process to develop beautiful and informative data visualizations using the right data visualization technique and the right data visualization tool. The draft website is available at vizguide.camsys.com

Strategic Highway Research Program (SHRP) Project L05 – Guide for Incorporating Reliability Performance Measures into the Transportation Planning and Programming Process. For the Strategic Highway Research Program (SHRP), Mr. Higgins developed a guidebook to help transportation agencies address the institutional, cultural, and technical barriers to addressing system reliability within the transportation planning and programming process. He developed a framework for incorporating reliability performance measures into the planning and programming process, and conducting an extensive user outreach and validation of this framework and related procedures. Mr. Higgins helped develop the materials for communication, outreach, and marketing.

Education

M.S. Transportation Engineering, University of California at Berkeley, 2004

M.C.P., City and Regional Planning, University of California at Berkeley, 2004

B.S., Civil Engineering (Transportation), Rensselaer Polytechnic Institute, 2002

PROJECT: Statewide On-Call Asset Management Services 41293

DESCRIPTION: : One (1) Statewide On-Call Asset Management Services Agreement, anticipated to have a maximum value of \$500,000 over a two-year term, is needed to provide technical, economic, planning, engineering, system, data governance, and technical writing skills with a focus on asset management. Typical assignments include, but are not limited to, providing services for: Evaluating methods/approaches for the collection and maintenance of asset data; Modeling and forecasting of assets; Development of tools, methodologies, and processes for the prioritization of asset investment; Data governance for assets and related data; Application rationalization; Life-cycle cost analysis tools/methodologies for assets; Data quality management plans; Asset data warehouse; Cross asset analysis and allocation; and Risk evaluation and quantification. Technical writing assignments could include preparation of reports, specifications, procedures, etc.

Services Required: PLAN (including transportation asset management, work plan development, facilitation, and technical writing), RDWY, STRC

SUMMARY

| | | | | | | | | |
|-------------------------------------|---|---|---|---|---|---|---|----|
| Applied Pavement Technologies, Inc. | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 14 |
| Cambridge Systematics, Inc. | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 |
| Spy Pond Partners, LLC | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 21 |

EVALUATION OF TECHNICAL PROPOSALS

| Rating Considerations | Scoring of Firms | | | |
|--|------------------|-------------------------------------|-----------------------------|------------------------|
| | WEIGHT | Applied Pavement Technologies, Inc. | Cambridge Systematics, Inc. | Spy Pond Partners, LLC |
| Comprehension of the Assignment | 20% | 18 | 19 | 17 |
| Clarity of the Proposal | 20% | 18 | 19 | 17 |
| Capacity to Perform in a Timely Manner | 20% | 18 | 19 | 17 |
| Quality & Experience of Project Manager/Team | 20% | 18 | 19 | 17 |
| Previous Performance | 10% | 8 | 9 | 7 |
| Overall Suitability for the Assignment* | 10% | 8 | 9 | 7 |
| Total | 100% | 50 | 94 | 82 |

*Includes usage, quality and experience of subconsultants proposed and proven experience with Dep

- Ranking of Firms:
1. Cambridge Systematics
 2. Applied Pavement Tech
 3. Spy Pond Partners

| Rating Considerations | Scoring of Firms | | | |
|--|------------------|-------------------------------------|-----------------------------|------------------------|
| | WEIGHT | Applied Pavement Technologies, Inc. | Cambridge Systematics, Inc. | Spy Pond Partners, LLC |
| Comprehension of the Assignment | 20% | 18 | 18 | 17 |
| Clarity of the Proposal | 20% | 18 | 19 | 15 |
| Capacity to Perform in a Timely Manner | 20% | 18 | 19 | 18 |
| Quality & Experience of Project Manager/Team | 20% | 18 | 19 | 17 |
| Previous Performance | 10% | 9 | 9 | 8 |
| Overall Suitability for the Assignment* | 10% | 9 | 9 | 8 |
| Total | 100% | 90 | 93 | 83 |

*Includes usage, quality and experience of subconsultants proposed and proven experience with Dep

- Ranking of Firms:
1. Cambridge Systematics, Inc
 2. Applied Pavement Technologies, Inc
 3. Spy Pond Partners, LLC

EVALUATION OF TECHNICAL PROPOSALS (continued)

| Rating Considerations | WEIGHT | Scoring of Firms | | |
|--|-------------|-------------------------------------|-----------------------------|------------------------|
| | | Applied Pavement Technologies, Inc. | Cambridge Systematics, Inc. | Spy Pond Partners, LLC |
| Comprehension of the Assignment | 20% | 17 | 19 | 16 |
| Clarity of the Proposal | 20% | 18 | 18 | 15 |
| Capacity to Perform in a Timely Manner | 20% | 18 | 19 | 15 |
| Quality & Experience of Project Manager/Team | 20% | 18 | 19 | 16 |
| Previous Performance | 10% | 9 | 9 | 8 |
| Overall Suitability for the Assignment* | 10% | 8 | 9 | 7 |
| Total | 100% | 88 | 93 | 77 |

*Includes usage, quality and experience of subconsultants proposed and proven experience with Dep

- Ranking of Firms:
1. CO/AMEC
 2. APPTech
 3. SPY POND

| Rating Considerations | WEIGHT | Scoring of Firms | | |
|--|-------------|-------------------------------------|-----------------------------|------------------------|
| | | Applied Pavement Technologies, Inc. | Cambridge Systematics, Inc. | Spy Pond Partners, LLC |
| Comprehension of the Assignment | 20% | 18 | 16 | 15 |
| Clarity of the Proposal | 20% | 16 | 19 | 14 |
| Capacity to Perform in a Timely Manner | 20% | 17 | 18 | 17 |
| Quality & Experience of Project Manager/Team | 20% | 16 | 18 | 15 |
| Previous Performance | 10% | 7 | 10 | 6 |
| Overall Suitability for the Assignment* | 10% | 8 | 10 | 7 |
| Total | 100% | 82 | 91 | 74 |

*Includes usage, quality and experience of subconsultants proposed and proven experience with Dep

- Ranking of Firms:
1. Cambridge
 2. ApTech
 3. Spy Pond

| Rating Considerations | WEIGHT | Scoring of Firms | | |
|--|-------------|-------------------------------------|-----------------------------|------------------------|
| | | Applied Pavement Technologies, Inc. | Cambridge Systematics, Inc. | Spy Pond Partners, LLC |
| Comprehension of the Assignment | 20% | 20 | 20 | 17 |
| Clarity of the Proposal | 20% | 19 | 20 | 18 |
| Capacity to Perform in a Timely Manner | 20% | 18 | 18 | 18 |
| Quality & Experience of Project Manager/Team | 20% | 17 | 19 | 15 |
| Previous Performance | 10% | 10 | 10 | 7 |
| Overall Suitability for the Assignment* | 10% | 10 | 10 | 7 |
| Total | 100% | 94 | 97 | 82 |

*Includes usage, quality and experience of subconsultants proposed and proven experience with Dep

- Ranking of Firms:
1. Cambridge
 2. APPTech
 3. Spy Pond

| Rating Considerations | WEIGHT | Scoring of Firms | | |
|--|-------------|-------------------------------------|-----------------------------|------------------------|
| | | Applied Pavement Technologies, Inc. | Cambridge Systematics, Inc. | Spy Pond Partners, LLC |
| Comprehension of the Assignment | 20% | 19 | 18 | 18 |
| Clarity of the Proposal | 20% | 20 | 18 | 17 |
| Capacity to Perform in a Timely Manner | 20% | 17 | 20 | 16 |
| Quality & Experience of Project Manager/Team | 20% | 18 | 20 | 16 |
| Previous Performance | 10% | 8 | 9 | 7 |
| Overall Suitability for the Assignment* | 10% | 9 | 10 | 7 |
| Total | 100% | 91 | 95 | 81 |

*Includes usage, quality and experience of subconsultants proposed and proven experience with Dep

- Ranking of Firms:
1. Cambridge
 2. Applied Pavement
 3. Spy Pond

| Rating Considerations | WEIGHT | Scoring of Firms | | |
|--|-------------|-------------------------------------|-----------------------------|------------------------|
| | | Applied Pavement Technologies, Inc. | Cambridge Systematics, Inc. | Spy Pond Partners, LLC |
| Comprehension of the Assignment | 20% | 20 | 19 | 18 |
| Clarity of the Proposal | 20% | 20 | 19 | 18 |
| Capacity to Perform in a Timely Manner | 20% | 18 | 20 | 17 |
| Quality & Experience of Project Manager/Team | 20% | 17 | 20 | 18 |
| Previous Performance | 10% | 10 | 10 | 9 |
| Overall Suitability for the Assignment* | 10% | 9 | 10 | 8 |
| Total | 100% | 96 | 98 | 90 |

*Includes usage, quality and experience of subconsultants proposed and proven experience with Dep

- Ranking of Firms:
1. CAMBRIDGE
 2. APPLIED PAVEMENT
 3. SPY POND

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ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
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5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 24 day of Oct. in the year 2017 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 Cambridge Systematics, Inc., with principal place of business at 100 Station Landing, Suite 410, in the City of Medford State of Massachusetts, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical services to support on-going asset management initiatives within the DEPARTMENT. These services are outlined in the CONSULTANT'S technical proposal dated January 30, 2017 and fee proposal dated July 27, 2017 which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. DESCRIPTION OF SERVICES

The types of services required under the terms of this AGREEMENT shall generally include transportation asset management and engineering tasks for asset inventory, modeling and forecasting, prioritization and cross asset allocation, data governance, application rationalization, life-cycle planning, data quality, and risk assessment. Transportation assets are physical infrastructure including all components that support the operation of the transportation network.

B. SCOPE OF WORK

The DEPARTMENT requires consulting services that will complement the work being performed by the staff of the Asset Management, Performance, and Strategy (AMPS) section and the overall DEPARTMENT. The CONSULTANT may be required to provide any of the services (described below) relating to transportation asset management. For each task, these services may be performed for a single transportation asset or across a range of assets.

Inventory

Review collection methodologies and existing inventories at the DEPARTMENT to make recommendations for improving the efficiency of the collection and maintenance of asset inventory data. Evaluate methodologies, both in the office and in the field, including sample data collection where necessary, to determine the effectiveness of various collection approaches. Collection approaches ranging from “hands-on” field inspections to automated vehicle collection may be evaluated. Develop collection and maintenance plans for specific assets or frameworks of plans that may be applied to a wide array of assets. Develop tools or processes to monitor the collection and management of inventories.

Modeling and Forecasting

Evaluate existing DEPARTMENT tools and approaches to identify improvements relating to efficiency and compliance with regulations. Develop plans to transition the DEPARTMENT to new or improved tools and approaches. Design or customize processes or tools for new or improved modeling and forecasting capabilities. Utilize tools and processes to model or forecast asset information using DEPARTMENT data or data from other sources. Work with DEPARTMENT personnel to identify goals and targets for condition to be used in forecasting and modeling. Develop degradation curves for specific assets to be used in modeling and forecasting.

ARTICLE I

Prioritization and Cross Asset Allocation

Develop processes and methodologies for the transparent and repeatable prioritization of asset investments and asset information. Develop and utilize tools to perform the prioritization of asset investments. Evaluate and recommend approaches and tools to perform cross asset allocation and prioritization. Perform cross asset allocation and prioritization using recommended approaches and tools. Make recommendations for incorporating prioritization information into the DEPARTMENT 10-Year Plan and State Transportation Improvement Program (STIP) processes.

Data Governance

Gain an understanding of existing DEPARTMENT data sources, systems, and related process to make recommendations for improvements. Develop plans for transitioning from current practices to more efficient practices. Recommendations and plans may include asset management systems, inventory systems, work order systems, GIS, the financial data warehouse, and an asset data warehouse.

Application Rationalization

Conduct application rationalization (or similar processes) on various asset management related systems to determine if, how, when, and where the DEPARTMENT should invest to efficiently meet business needs. Develop reports and plans that the DEPARTMENT can utilize to move to more efficient alternatives and investments.

Life-Cycle Planning

Develop processes to help the DEPARTMENT efficiently manage for the life-cycle of assets. Develop tools that can be used to evaluate different life-cycle scenarios that articulate and quantify the associated costs. Identify additional data and improvements to existing data that would enhance life-cycle planning.

Data Quality

Develop processes to determine data quality needs and the associated costs/benefits of different levels of quality. Evaluate existing data sets and approaches to identify gaps and areas where excessive quality may exist. Develop plans to improve processes and tools to collect the appropriate data. Develop data quality management plans for specific assets or frameworks that could be applied to a range of assets.

Risk

Develop processes and tools for the DEPARTMENT that can be used to identify, quantify, and manage risks relating to assets. Develop processes that can be utilized to monitor asset risk and the DEPARTMENT's management of asset risks. Develop plans for specific assets for the DEPARTMENT to manage risks once they have been identified.

ARTICLE I

C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the personnel changes in writing and provide resumes for the new individuals at least 14 days in advance of the proposed personnel changes, for review by the DEPARTMENT.

D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

F. 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.

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G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization To Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

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

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

H. SUBMISSION OF REPORTS, PLANS, AND DOCUMENTS

Each CONSULTANT submission shall be supplemented with any material or descriptive matter necessary to facilitate a comprehensive review.

I. DELIVERABLES

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

Electronic Transfer of Data:

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

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

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Computer Aided Design/Drafting (CAD/D) files:

All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

Word Processing, Spreadsheet, and Database Files:

For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

- Word Processing: Microsoft Word 2010
- Spreadsheets: Microsoft Excel 2010
- Databases: Format to be specified with each Task and may include File Geodatabase, Data Definition/Manipulation Language, Extensible Markup Language, and Microsoft Access.
- Schedules: Microsoft Project 2016

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

Computer File Exchange Media:

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

- Compact Disc (CD): Files on CD(s) should be actual size, not compressed.
- DVD: Files on DVD(s) should be actual size, not compressed.
- USB Flash Drive: Files on USB drive should be actual size, not compressed, and Microsoft Windows compatible.
- Secure File Transfer Protocol (FTP): Files on FTP sites should be secure and actual size, not compressed.
- Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting.

Copies:

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

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version in Adobe Acrobat (*.PDF) file format.

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

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is **December 31, 2019**, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

ARTICLE II

ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES AGREEMENTS

A. AGREEMENT 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 the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$500,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$500,000.00 total amount.)

B. METHOD OF COMPENSATION FOR TASK ORDERS

The method of compensation for Task Orders issued under this agreement will either be a **Modified Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, below, or a **Lump-Sum** format with method of payment as described in Section D, below.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

The following costing items are incorporated as part of this AGREEMENT:

1. **Task Order Cost** - The negotiated not-to-exceed cost of each modified cost-plus-fixed-fee format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (fixed fee, direct expenses, and subconsultant costs) as follows:

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ = & \text{ Task Order Cost} \end{aligned}$$

2. **Contract Labor Rates** - The contract labor rates will be the total hourly wage for each labor classification including overhead and annual contract adjustment rate (when applicable) as follows:

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ = & \text{Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

CLRBP x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 2 (CLRCP2)
CLRCP2 x Annual Contract Adjustment Rate (%) = Contract Labor Rate for Contract Period 3 (CLRCP3)*

*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for subsequent one-year periods include an annual contract adjustment rate.

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However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order.

(The annual contract adjustment rate is set by the DEPARTMENT'S Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

In the event that the Completion Date for this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period of longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$60.00 per hour (including the annual contract adjustment rate) for the life of the Contract. For this AGREEMENT, the \$60.00 per hour maximum direct labor rate translates to the following maximum contract labor rates:

- Dye Management Group - \$161.53
- Cambridge Systematics - \$200.00
- IBI Group - \$149.31
- Amec Foster Wheeler Environment and Infrastructure - \$147.34

CONTRACT LABOR RATES (PER HOUR) – Dye Management Group

| <u>Classification</u> | <u>Base Period</u> | <u>Contract Period 2</u> | <u>Contract Period 3</u> |
|----------------------------|--------------------|--------------------------|--------------------------|
| President* | \$362.41 | \$362.41 | \$362.41 |
| Vice President* | \$207.99 | \$207.99 | \$207.99 |
| Project Manager | \$107.33 | \$110.55 | \$113.87 |
| Senior Consultant | \$105.66 | \$108.83 | \$112.09 |
| Project Support Specialist | \$83.99 | \$86.51 | \$89.11 |

* The maximum contract labor rate allowed for these positions shall normally be \$161.53 per hour, but the higher rates indicated may be used for specific tasks for personnel performing specialty services work when authorized in writing in advance by the DEPARTMENT. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.

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CONTRACT LABOR RATES (PER HOUR) – Cambridge Systematics

| <u>Classification</u> | <u>Base Period</u> | <u>Contract Period 2</u> | <u>Contract Period 3</u> |
|--------------------------|--------------------|--------------------------|--------------------------|
| Project Manager | \$200.00 | \$200.00 | \$200.00 |
| Asset Management Expert* | \$209.57 | \$209.57 | \$209.57 |
| Principal 1* | \$239.60 | \$239.60 | \$239.60 |
| Principal 2* | \$325.34 | \$325.34 | \$325.34 |
| Senior Associate | \$168.98 | \$174.05 | \$179.27 |
| Associate | \$148.24 | \$152.69 | \$157.27 |
| Senior Professional | \$116.50 | \$120.00 | \$123.60 |
| Professional | \$105.77 | \$108.94 | \$112.21 |
| Production | \$105.70 | \$108.87 | \$112.14 |
| Intern | \$70.00 | \$72.10 | \$74.26 |

* The maximum contract labor rate allowed for these positions shall normally be \$200.00 per hour, but the higher rates indicated may be used for specific tasks for personnel performing specialty services work when authorized in writing in advance by the DEPARTMENT. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.

CONTRACT LABOR RATES (PER HOUR) – Amec Foster Wheeler

| <u>Classification</u> | <u>Base Period</u> | <u>Contract Period 2</u> | <u>Contract Period 3</u> |
|----------------------------|--------------------|--------------------------|--------------------------|
| Principal Engineer* | \$189.50 | \$189.50 | \$189.50 |
| Senior 1 Consultant | \$115.79 | \$119.27 | \$122.85 |
| Senior 1 Engineer | \$105.47 | \$108.64 | \$111.90 |
| Administrative Assistant | \$68.34 | \$70.39 | \$72.50 |
| Senior Project Coordinator | \$76.86 | \$79.17 | \$81.55 |

* The maximum contract labor rate allowed for these positions shall normally be \$147.34 per hour, but the higher rates indicated may be used for specific tasks for personnel performing specialty services work when authorized in writing in advance by the DEPARTMENT. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.

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CONTRACT LABOR RATES (PER HOUR) – IBI Group

| <u>Classification</u> | <u>Base Period</u> | <u>Contract Period 2</u> | <u>Contract Period 3</u> |
|--|--------------------|--------------------------|--------------------------|
| Senior Software Engineer | \$149.31 | \$149.31 | \$149.31 |
| Senior Software Project Manager* | \$299.09 | \$299.09 | \$299.09 |
| Senior Systems Engineer* | \$230.21 | \$230.21 | \$230.21 |
| Senior Transportation Engineer* | \$160.61 | \$160.61 | \$160.61 |
| Software Architect | \$117.81 | \$121.34 | \$124.98 |
| Systems Development Engineer | \$138.78 | \$142.94 | \$147.23 |
| Transportation Asset Management Specialist | \$113.85 | \$117.27 | \$120.79 |
| Transportation Data Specialist* | \$191.42 | \$191.42 | \$191.42 |
| Transportation Engineer | \$78.56 | \$80.92 | \$83.35 |

* The maximum contract labor rate allowed for these positions shall normally be \$149.31 per hour, but the higher rates indicated may be used for specific tasks for personnel performing specialty services work when authorized in writing in advance by the DEPARTMENT. The annual contract adjustment rate shall not be applied to waived labor rates that exceed the maximum contract rate.

3. **Annual Contract Adjustment Rate** – The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3%.
4. **Overhead Factor** - The negotiated overhead factors shall remain fixed at those rates for the life of the Contract and shall not be subject to change as a result of a final audit.
 - Cambridge Systematics – 233.34%
 - Dye Management Group – 169.21%
 - IBI Group – 148.85%
 - Amec Foster Wheeler Environment and Infrastructure – 145.57%
5. **Fixed Fee** - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a

ARTICLE II

DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or amended number of hours.

6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.
7. **Subconsultant Costs** – Subconsultants Dye Management Group, Amec Foster Wheeler, and IBI Group shall be reimbursed in the same manner as the prime consultant using the contact labor rates included in this agreement. Subconsultant costs for any other subconsultants added during the course of the AGREEMENT may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. LUMP-SUM FORMAT

1. **Task Order Cost** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

E. SUBCONSULTANT SUPPORTING SERVICES

(Subconsultant Supporting Services beyond those expected to be furnished by Dye Management Group, Amec Foster Wheeler, and IBI Group were not anticipated during negotiations for this AGREEMENT.)

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F. INVOICING and PAYMENT

The CONSULTANT shall submit two copies of invoices to the DEPARTMENT containing the following:

- (a) Task Order number, project name and number (if applicable);
- (b) Number, description, and cost of each item being billed (modified cost-plus-fixed-fee format);
- (c) Quantity delivered/Percentage completed this billing period of each item being billed;
- (d) Amount due for each item being billed (modified cost-plus-fixed-fee format);
- (e) Invoice amount/Total due
- (f) Amount billed through this invoice (contract cumulative)
- (g) Percentage of contract complete

The DEPARTMENT will compensate the CONSULTANT the amount agreed to for said Task Order upon the satisfactory completion and acceptance of the work. Payments will be made upon approval of the submittals/deliverables by the DEPARTMENT. The CONSULTANT may request partial payment for each separate Task Order, provided that no successive request for partial payment is submitted closer than 28 days. A progress report, a proper invoice, and, if requested by the DEPARTMENT, a copy of the plans and other supporting data, shall be submitted with each request for partial payment. A progress report shall be prepared and submitted by the CONSULTANT every thirty (30) days with each invoice requesting a partial payment for all Task Orders that exceed 60 days in length. The fixed fee invoiced amounts for a modified cost-plus-fixed-fee format Task Order shall be based upon the overall percentage complete of the Task Order scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual Task Order, the CONSULTANT may submit a proper invoice to request final payment.

G. RECORDS - REPORTS

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 voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

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

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

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 101 Station Landing, Suite 410, Medford, MA 02155.

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

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possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, 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 to the extent that the revised alignment will lie completely or partially outside the

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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 in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, 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.

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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". 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, 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 \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. 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. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

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

3. Insurance

a. Required Coverage

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

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$10,000,000 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 \$100,000; and

ARTICLE IV

4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

ARTICLE IV

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

COMPLIANCE

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

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose

ARTICLE IV

sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in

ARTICLE IV

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.

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

Attachment 1

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

The CONSULTANT , proposed subconsultant _____, hereby certifies that it has , 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 , 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.

Cambridge Systematics
(Company)
By: Steve A. Cicci
Chief Operating Officer
(Title)

Date: 10/24/17

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.**

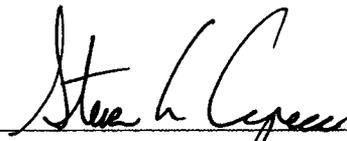
Attachment 2

**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.

10/29/17
(Date)


(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Chief Operating Officer and duly-authorized representative of the firm of Cambridge Systematics, 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.

10/24/17
(Date)

Steve A. Capici
(Signature)

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):

11/15/17
(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 9

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

Consultant

WITNESS TO THE CONSULTANT

By: HMary Waldron
Contracts Administrator

Dated: 10/24/17

CONSULTANT

By: Steve L Cycci
Chief Operating Officer
(TITLE)

Dated: 10/24/17

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle D'Amico

Dated: 11/15/17

THE STATE OF NEW HAMPSHIRE

By: [Signature]
Director of Project Development
FO2 DOT COMMISSIONER

Dated: 11/15/17

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: 12/8/17

By: Ally B Greenstein
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



Certificate of Corporate Resolution

I HEREBY CERTIFY that the following is a true copy of a resolution duly adopted by the Board of Directors of Cambridge Systematics, Inc., a Massachusetts corporation, on May 26, 2011, and that such resolution and its adoption comply with the provisions of the charter and by-laws of the corporation and that the resolution is now in full force and effect.

RESOLVED, All contracts, certifications and other documents shall be valid and binding to the Corporation only when signed by **Brad Wright, President**, or by persons specifically authorized in writing by the President. Those individuals so authorized by the President include:

Steven A. Capecci Chief Operating Officer

I do hereby certify that the above resolution has not been amended or revoked and is now in full force and effect and applicable to the Statewide on-call Asset Management Services Contract No. 41293.

IN WITNESS HEREOF I have set my hand and seal of this Corporation this 24th day of October, 2017.

Albert W. Fowle, Secretary

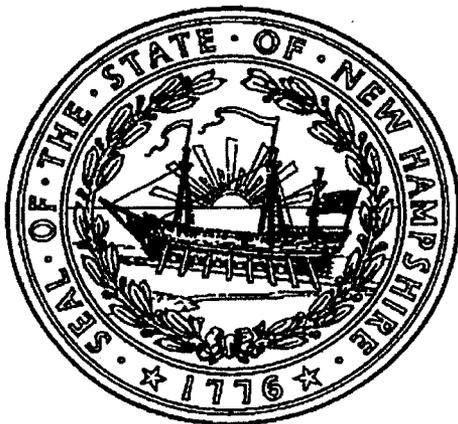
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CAMBRIDGE SYSTEMATICS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 12, 1994. 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: 209176



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 October A.D. 2017.

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

William M. Gardner
Secretary of State

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 Starkweather & Shepley (WW) Insurance Corp. of MA PO Box 549 Providence, RI 02901-0549 | CONTACT NAME: Kelley Hartshorn CRM CPCU AAI |
| | PHONE (A/C, No, Ext): 401 435-3600 FAX (A/C, No): 401 431-9609 E-MAIL ADDRESS: KHartshorn@StarShep.com |
| INSURED Cambridge Systematics, Inc. 115 S. LaSalle St, Suite 2200 Chicago, IL 60603 | INSURER(S) AFFORDING COVERAGE INSURER A : Federal Insurance Co (Chubb) NAIC # 20281 |
| | INSURER B : Great Northern Ins Co (Chubb) 20303 |
| | INSURER C : Chubb Indemnity Company 12777 |
| | INSURER D : Westchester Surplus (RISCO) 10172 |
| | INSURER E : |
| | INSURER F : |

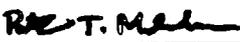
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | 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 <input checked="" type="checkbox"/> Per Written Contract or Agreement GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 36019289 | 09/11/2017 | 09/11/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 73581455 | 09/11/2017 | 09/11/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 | | | 7890114 | 09/11/2017 | 09/11/2018 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| C | 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/A | 71749940 *See Remarks* | 09/11/2017 | 09/11/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| D | Professional Liab | | | G24180062008 | 12/10/2017 | 09/11/2018 | \$10,000,000 Per Occ \$10,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See Following Page for Job/Coverage Description and Remarks

(See Attached Descriptions)

| | |
|--|--|
| CERTIFICATE HOLDER New Hampshire Department of Transportation 7 Hazen Drive Concord, NH 03302-0483 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

DESCRIPTIONS (Continued from Page 1)

**** Workers Comp Information ****

**Coverage A States: AL CA CO CT DC FL GA IL IN KS KY ME MD MA MI MN MO NH NJ NY NC OH OR PA
TN TX UT WA WI**

Coverage C Other States: All States, except ND, WY

Re: CS #170144, Client Contract #71293, End Date: 11/30/2019.

The State is included as additional insured as respects to General Liability policy per written contract or agreement. \$100,000 Self Insured Retention applies to each claim for Professional Liability. Coverage for Professional Liability is provided on a claims made basis.