



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of TSMO
October 5, 2020

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation to enter into a **retroactive** contract amendment with Southwest Research Institute (SwRI), (Vendor 257260) of San Antonio, Texas. The purpose of this amendment is to update the Exhibit B Price and Payment Schedule, Maintenance and Support Services Rates effective July 1, 2020 upon Governor and Council approval. The original agreement was approved by Governor and Council on May 23, 2014, Item #101, amended on August 22, 2018, Item #19, amended on January 22, 2020, Item #38 and amended on June 24, 2020, Item #61. Update to Exhibit B only, no new funding.

EXPLANATION

This request is **retroactive** because the Department of Transportation, Bureau of Transportation Systems Management and Operations Bureau (TSMO) was notified of the updated Exhibit B Table in August. This contract amendment is to revise the Exhibit B Price and Payment Schedule, Maintenance and Support Services rates table to include additional labor categories for junior grade developers and Technicians. On May 23, 2014, the Governor and Council approved the original contract with SwRI for the design, installation, integration and testing of a modular software solution "System" that included a central Advance Transportation Management System (ATMS) software, a regional Traveler Information System and a Data Fusion Hub.

The contract has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the agreement. 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.

We respectfully request your approval of this resolution.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan".
Victoria F. Sheehan
Commissioner

Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Advanced Transportation Management System (ATMS)
Traveler Information System (TIS)
RFP 2013-051
CONTRACT AMENDMENT D

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Southwest Research Institute (SwRI) on May 23, 2014, Item #101 for the period of May 23, 2014 through May 7, 2019;

WHEREAS, the Governor and Council approved an amendment to the Agreement between NHDOT and SwRI on August 22, 2018, Item #19, to be effective through September 1, 2022 and to increase the contract amount by \$2,467,200.55.

WHEREAS, the Governor and Council approved an amendment to the Agreement between NHDOT and SwRI on January 22, 2020, Item #38, to increase the contract amount by \$750,000.00.

WHEREAS, the Governor and Council approved an amendment to the Agreement between NHDOT and SwRI on June 24, 2020, Item #61, to increase the contract amount by \$672,000.00.

WHEREAS, pursuant to the Agreement Section 1.3, *Contract Term*, and the provision of the Agreement, the Agreement may be extended at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

WHEREAS, the Vendor, SwRI and NHDOT have agreed to amend the Agreement in certain respects;

WHEREAS, SwRI wishes to update Exhibit B: Price and Payment Schedule, Maintenance and Support Services Rates as shown below.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Exhibit B Price and Payment Schedule, Maintenance and Support Services Rates as described below:

Initial and Date All Pages
Vendor Initials JS

Date: 9/24/2020

Contract Amendment D
Page 1 of 3

Exhibit B: Price and Payment Schedule, Maintenance and Support Services Rates

SwRI Rates Pricing Worksheet (Hourly Rates)			
Position Title	SFY 2021	SFY 2022	SFY 2023
Project Manager (Professional Level 4)	\$415.48	\$424.86	\$436.70
Software Project Manager (Professional Level 3)	\$298.15	\$304.86	\$313.35
Senior Designer (Professional Level 3)	\$298.15	\$304.86	\$313.35
Deputy Software Project Manager (Professional Level 2)	\$218.43	\$223.35	\$229.56
Senior Designer (Professional Level 2)	\$218.43	\$223.35	\$229.56
Junior Developer (Professional Level 1)	\$159.58	\$164.75	\$169.71
Senior Technician	\$122.86	\$126.84	\$130.60
Technician	\$90.00	\$92.89	\$95.69
Clerical	\$100.53	\$103.65	\$106.64

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

Initial and Date All Pages:
Vendor Initials *JS*

Date: 9/24/2020

Contract Amendment D
Page 2 of 3

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Advanced Transportation Management System (ATMS)
Traveler Information System (TIS)
RFP 2013-051
CONTRACT AMENDMENT D

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

[Signature]
Heather M. Bates, Assistant Director
Southwest Research Institute

Date: 9/24/2020

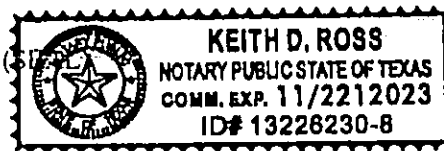
Corporate Signature Notarized:

STATE of TEXAS
COUNTY of BEXAR

On this, the 24th day of September, 2020, before me, H. Bates, the undersigned Officer Keith D. Ross, personally appeared and acknowledged her/himself to be the Asst Director of SWRI, a corporation, and that she/he, as such Asst. Director being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Asst. Director.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires: 11/22



Department of Transportation

[Signature]
Victoria F. Sheehan, Commissioner
State of New Hampshire Department of Transportation

Date: 10/2/2020

Approved by the Attorney General (Form, Substance and Execution)

[Signature]
State of New Hampshire, Department of Justice

Date: 10/15/2020

Approved by NH Governor and Council

Date: _____

Initial and Date All Pages
Vendor Initials [Signature]

Date: 9/24/2020

State of New Hampshire

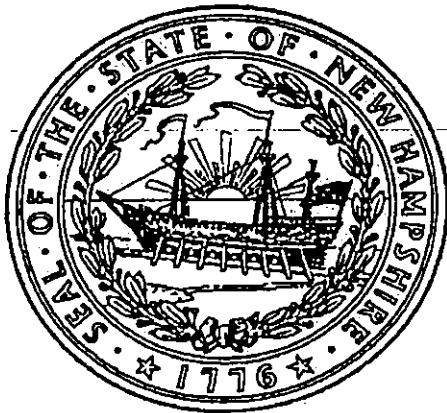
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWEST RESEARCH INSTITUTE is a Texas Nonprofit Corporation registered to transact business in New Hampshire on January 31, 2013. 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: 686610

Certificate Number: 0004898797



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Beth Ann Rafferty, Secretary of Southwest Research Institute®, do hereby certify that:

- 1) I am the duly elected and acting Secretary of Southwest Research Institute, a Texas nonprofit corporation (the "Corporation");
- 2) I maintain and have custody of and I am familiar with the Seal and minute books of the Corporation;
- 3) I am duly authorized to issue certificates; and
- 4) The following is a true, accurate and complete copy of the Resolution adopted unanimously by the Board of Directors of the Corporation at a meeting of said Board of Directors held on the 23rd day of September 2019, which meeting was duly held in accordance with Texas law and the By-Laws of the Corporation.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Southwest Research Institute submitted a proposal to the State of New Hampshire's Department of Transportation ("NHDOT"), responding to NHDOT's Request for Proposal No. 2013-051. Southwest Research Institute has been awarded a contract with the State of New Hampshire, acting through its Department of Transportation, on behalf of the States of New Hampshire, Vermont and Maine, to provide a Commercial-Off-The-Shelf (COTS) modular software solution consisting of three (3) components:
 - (a) Design and implementation of an Advanced Transportation Management System (ATMS) that satisfies the various needs of the States of New Hampshire, Vermont and Maine;
 - (b) Design, implementation and operation of a new Regional Traveler Information System (TIS); and
 - (c) A Data Fusion Hub that will primarily facilitate the exchange of information between the ATMS, the TIS, and regional partners and stakeholders.
2. Heather M. Bates is authorized, on behalf of Southwest Research Institute, to enter the contract with the State of New Hampshire and to sign any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, on behalf of Southwest Research Institute, as she may deem necessary, desirable or appropriate, and to bind Southwest Research Institute to the terms of the contract.

3. Heather M. Bates is the duly appointed Assistant Director of Contracts of Southwest Research Institute.


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

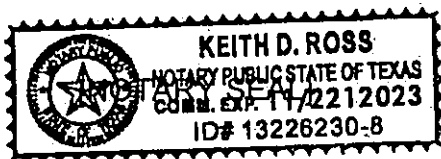
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 24th day of September 2020.


Beth Ann Rafferty, Secretary

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 24th day of September 2020, by Beth Ann Rafferty, Secretary of the Corporation.


Keith D. Ross, Notary Public
My Commission Expires: November 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/09/2020

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (832) 476-6000 FAX (A/C. No.): (800) 953-4542 E-MAIL ADDRESS:														
INSURED Southwest Research Institute ATTN: Bevie Davis 6220 Culebra Road PO Drawer 28510 San Antonio TX 78228-0510 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: American Zurich Ins Co</td><td>40142</td></tr><tr><td>INSURER C: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Zurich Ins Co	40142	INSURER C: Lexington Insurance Company	19437	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 570081399126 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			049159197 SIR applies per policy terms & conditions	04/09/2020	04/09/2021	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 SIR/Deductible \$350,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP234719711	04/09/2020	04/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			021375532	04/09/2020	04/09/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC234719611	04/09/2020	04/09/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Re: SwRI Project No. 10.20449 (SwRI Proposal No. 10-67233)

State of New Hampshire, Department of Transportation, is included as additional insured with respect to the general liability of the named insured subject to policy provisions. Umbrella Liability policy is following form coverage of the primary General Liability, Auto Liability, and workers' compensation policies as certified, including the additional insured, primary and non-contributory coverage, and waiver of subrogation endorsements. Thirty (30) days prior written notice will be provided to Certificate Holder in the event of cancellation (except 10 days for non-payment) or material change (reduction/restriction) in

CERTIFICATE HOLDER

State of New Hampshire Department of Transportation Transportation Management Center Attn: Denise Markow, P.E. 110 Smokey Bear Blvd. Concord NH 03302 USA
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

Certificate No : 570081399126

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Southwest Research Institute	
POLICY NUMBER See Certificate Number: 570081399126			
CARRIER See Certificate Number: 570081399126	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
coverage.



Factory Mutual Insurance Company
One Cowboys Way
Suite 600
Frisco, Texas
75034
United States of America
Tel: (1) 972 377-4808
Fax: (1) 972 731-1800

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1070977	Policy Term	
Account No.:	1-56763	Effective Date:	01 September 2020
		Expiration Date:	01 September 2021

NAMED INSURED:

Southwest Research Institute

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Personal Property	Location No.:	INDEX No.:
	1	074638.61

Headquarters
6220 Culebra Road
San Antonio, Texas 78238-5166, USA

COVERAGE IN FORCE: (subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided:	Peril:	Limit Of Liability:
Property Damage	All Risk	USD 1,000,000

CERTIFICATE TERM:	Effective: 01 September 2020
	Expires: 01 September 2021

Personal Property consisting of property of others in Southwest Research Institute's care, custody or control to the extent of Southwest Research Institute's legal liability.

SwRI Proposal No. 10-67233 SwRI Project No. 10.20449

New Hampshire Department of Transportation
Transportation Management Center
110 Smokey Bear Blvd.
Concord, New Hampshire 03302, USA

Certificate No: 00001-001

Authorized Signature / Issue Date
Edward Toomey / 01 September 2020

For questions, contact: Christiane Murphy



Factory Mutual Insurance Company
One Cowboys Way
Suite 600
Frisco, Texas
75034
United States of America
Tel: (1) 972 377-4808
Fax: (1) 972 731-1800

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1057165	Policy Term	
Account No.:	1-56763	Effective Date:	01 September 2019
		Expiration Date:	01 September 2020

NAMED INSURED:

Southwest Research Institute

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Personal Property	Location No.:	INDEX No.:
	1	074638.61
Headquarters 6220 Culebra Road San Antonio, Texas 78238-5166, USA		

COVERAGE IN FORCE: (subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided:	Peril:	Limit Of Liability:
Property Damage	All Risk	USD 1,000,000
CERTIFICATE TERM:		Effective: 01 September 2019 Expires: 01 September 2020

Personal Property consisting of property of others in Southwest Research Institute's care, custody or control to the extent of Southwest Research Institute's legal liability.

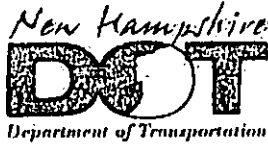
SwRI Proposal No. 10-67233 SwRI Project No. 10.20449

New Hampshire Department of Transportation
Transportation Management Center
110 Smokey Bear Blvd.
Concord, New Hampshire 03302, USA

Certificate No: 00001-001

Authorized Signature / Issue Date
Edward Toomey / 09 October 2019

For questions, contact: Christiane Murphy



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #61
Date 4/24/20



William Cass, P.E.
Assistant Commissioner

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

Bureau of TSMO
April 14, 2020

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation to enter into a contract amendment with Southwest Research Institute (SwRI), (Vendor 257260) of San Antonio, Texas. The purpose of this amendment is to increase the contract amount by \$672,000.00 from \$7,384,945.55 to \$8,056,945.55 to provide funding and services under the Federal Highway Safety Improvement Program (HSIP) for the continued support of Maintenance and Operations and Enhancements, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on May 23, 2014, Item #101, amended on August 22, 2018, Item #19, amended on January 22, 2020, Item #38. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2020 and State FY 2021, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

	<u>FY 2020</u>	<u>FY 2021</u>
04-96-96-963515-3054		
Consolidated Federal Aid		
038-500177		
Software License/Maint	\$200,000.00	\$472,000.00

EXPLANATION

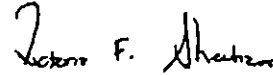
On May 23, 2014, the Governor and Council approved the original contract with SwRI for the design, installation, integration and testing of a modular software solution "System" that included a central Advance Transportation Management System (ATMS) software, a regional Traveler Information System and a Data Fusion Hub. This contract amendment is to increase the amount to allow for additional software enhancements that are needed for New Hampshire. Transportation and technology are rapidly changing and revisions to the software and hosting of data are needed to keep up with current demands and necessary security. These funds will transition specific ATMS modules to operate on current secure internet browsers.

The Highway Safety Improvement Program (HSIP) was established as a core Federal-aid program by the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) that was signed into law on August 10, 2005. The overall purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements.

The contract has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the agreement. 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 your approval, will be on file at the Department.

We respectfully request your approval of this resolution.

Sincerely,

A handwritten signature in dark ink, appearing to read "Victoria F. Sheehan". The signature is fluid and cursive, with the first name being the most prominent.

Victoria F. Sheehan
Commissioner

Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 26, 2020

Victoria F. Sheehan, Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03302

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Southwest Research Institute (SwRI), San Antonio, TX as described below and referenced as DoIT No. 2013-051C.

This is a request for approval to enter into a contract amendment for enhancements to the Advance Transportation Management System (ATMS) software. Revisions to the software and hosting of data are needed to keep up with current demands and security. Enhancements will include transitioning specific ATMS modules to operate on current secure Internet browsers.

The contract amendment includes funding for \$672,000, increasing the total amount from \$7,384,945.55 to \$8,056,945.55, with no change to the contract end date, effective upon Governor and Executive Council approval through September 1, 2022.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck
RID # N/A
DoIT #2013-051C

cc: Charles Burns, IT Lead

"Innovative Technologies Today for New Hampshire's Tomorrow"

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Advanced Transportation Management System (ATMS)
Traveler Information System (TIS)
RFP 2013-051
CONTRACT AMENDMENT C

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Southwest Research Institute (SwRI) on May 23, 2014, Item #101 for the period of May 23, 2014 through May 7, 2019;

WHEREAS, the Governor and Council approved an amendment to the Agreement between NHDOT and SwRI on August 22, 2018, Item #19, to be effective through September 1, 2022 and to increase the contract amount by \$2,467,200.55.

WHEREAS, the Governor and Council approved an amendment to the Agreement between NHDOT and SwRI on January 22, 2020, Item #38, to increase the contract amount by \$750,000.00.

WHEREAS, pursuant to the Agreement Section 1.3, *Contract Term*, and the provision of the Agreement, the Agreement may be extended at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

WHEREAS, the Vendor, SwRI and NHDOT have agreed to amend the Agreement in certain respects;

WHEREAS, NHDOT wishes to increase the SwRI contract price by \$672,000.00 increasing the total contract price from \$7,384,945.55 to \$8,056,945.55.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$672,000.00 from \$7,384,945.55 to \$8,056,945.55.
2. Amend Exhibit B Price and Payment Schedule, 1.Deliverable Payment Schedule as described below:
3. Amend Exhibit B Price and Payment Schedule, 8.Maintenance and Support Services Rates as described below:

Exhibit B: Price and Payment Schedule, Deliverable Payment Schedule

Activity, Deliverable or Milestone	Deliverable Type	Payment Amount
Year 4 Enhancements	Software	\$200,000.00
Year 5 Enhancements	Software	\$472,000.00

Exhibit B: Price and Payment Schedule, Maintenance and Support Services Rates

SwRI Rates Pricing Worksheet (Hourly Rates)			
Position Title	SFY 2021	SFY 2022	SFY 2023
Project Manager (Professional Level 4)	\$415.48	\$424.86	\$436.70
Software Project Manager (Professional Level 3)	\$298.15	\$304.86	\$313.35
Senior Designer (Professional Level 3)	\$298.15	\$304.86	\$313.35
Deputy Software Project Manager (Professional Level 2)	\$218.43	\$223.35	\$229.56

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Advanced Transportation Management System (ATMS)
Traveler Information System (TIS)
RFP 2013-051
CONTRACT AMENDMENT C

IN WITNESS WHEREOF, the parties have hereto set their hands as of the day and year first above written.

W. Troy Nagy
W. Troy Nagy, Director, Contracts
Southwest Research Institute

Date: 04/08/2020

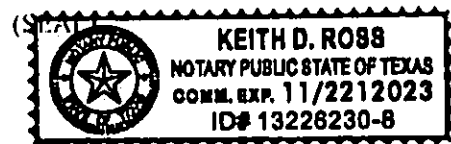
Corporate Signature Notarized:

STATE of Texas
COUNTY of Bexar

On this, the 8th day of April, 2020, before me, Keith D. Ross, the undersigned Officer W. Troy Nagy, personally appeared and acknowledged her/himself to be the Director of Southwest Research Institute, a corporation, and that she/he, as such Director being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Director.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Keith D. Ross
Notary Public/Justice of the Peace
My Commission Expires: 11/2023



Department of Transportation

Victoria F. Sheehan
Victoria F. Sheehan, Commissioner
State of New Hampshire Department of Transportation

Date: 5/27/2020

Approved by the Attorney General (Form, Substance and Execution)

Amy B. Green
State of New Hampshire, Department of Justice

Date: 6/4/2020

Approved by NH Governor and Council

[Signature]
DEPUTY SECRETARY OF STATE

Date: JUN 24 2020

Initial and Date All Pages:
Vendor Initials WTN

Date: 4/8/2020

Contract Amendment C
Page 3 of 3

State of New Hampshire

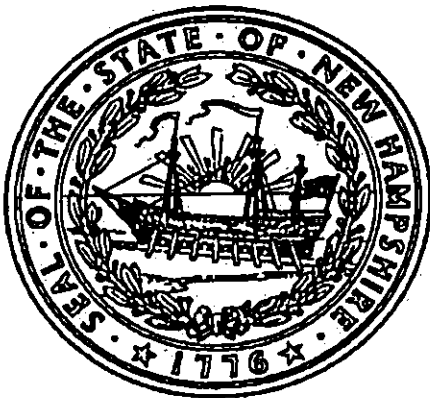
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWEST RESEARCH INSTITUTE is a Texas Nonprofit Corporation registered to transact business in New Hampshire on January 31, 2013. 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: 686610

Certificate Number: 0004898797



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/09/2020

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (832) 476-6000	FAX (A/C. No.): (800) 953-4542
INSURED Southwest Research Institute ATTN: Bevie Davis 6220 Culebra Road PO Drawer 28510 San Antonio TX 78228-0510 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Zurich American Ins Co	16535
	INSURER B: American Zurich Ins Co	40142
	INSURER C: Lexington Insurance Company	19437
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER: 570081399126** **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. **Limits shown are as requested**

ITEM	TYPE OF INSURANCE	ADDL. INSD. RSD. YR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		049159197 SIR applies per policy terms & conditions	04/09/2020	04/09/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per 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 SIR/Deductible \$350,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP234719711	04/09/2020	04/09/2021	COMBINED SINGLE LIMIT (Per accident) \$3,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		021375532	04/09/2020	04/09/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	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	WC234719611	04/09/2020	04/09/2021	<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

Certificate No : 570081399126

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

Re: SWRI Project No. 10.20449 (SWRI Proposal No. 10-67233)

State of New Hampshire, Department of Transportation, is included as additional insured with respect to the general liability of the named insured subject to policy provisions. Umbrella Liability policy is following form coverage of the primary General Liability, Auto Liability, and workers' Compensation policies as certified, including the additional insured, primary and non-contributory coverage, and waiver of subrogation endorsements. Thirty (30) days prior written notice will be provided to Certificate Holder in the event of cancellation (except 10 days for non-payment) or material change (reduction/restriction) in

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Transportation Transportation Management Center Attn: Denise Markow, P.E. 110 Smokey Bear Blvd. Concord NH 03302 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest Inc</i>

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 570000030327

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Southwest Research Institute	
POLICY NUMBER See Certificate Number: 570081399126		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570081399126	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
coverage.



Factory Mutual Insurance Company
One Cowboys Way
Suite 600
Frisco, Texas
75034
United States of America
Tel: (1) 972 377-4808
Fax: (1) 972 731-1800

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.: 1057165

Policy Term

Account No.: 1-56763

Effective Date:

01 September 2019

Expiration Date:

01 September 2020

NAMED INSURED:

Southwest Research Institute

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Personal Property

Location No.:

1

INDEX No.:

074638.61

Headquarters

6220 Culebra Road

San Antonio, Texas 78238-5166, USA

COVERAGE IN FORCE:

(subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided:

Peril:

Limit Of Liability:

Property Damage

All Risk

USD 1,000,000

CERTIFICATE TERM:

Effective: 01 September 2019

Expires: 01 September 2020

Personal Property consisting of property of others in Southwest Research Institute's care, custody or control to the extent of Southwest Research Institute's legal liability.

SwRI Proposal No. 10-67233 SwRI Project No. 10.20449

New Hampshire Department of Transportation
Transportation Management Center
110 Smokey Bear Blvd.
Concord, New Hampshire 03302, USA

Certificate No: 00001-001

Authorized Signature / Issue Date
Edward Toomey / 09 October 2019

For questions, contact: Christiane Murphy

CERTIFICATE OF VOTE

I, Beth Ann Rafferty, Secretary of Southwest Research Institute®, do hereby certify that:

- 1) I am the duly elected and acting Secretary of Southwest Research Institute, a Texas nonprofit corporation (the "Corporation");
- 2) I maintain and have custody of and I am familiar with the Seal and minute books of the Corporation;
- 3) I am duly authorized to issue certificates; and
- 4) The following is a true, accurate and complete copy of the Resolution adopted unanimously by the Board of Directors of the Corporation at a meeting of said Board of Directors held on the 23rd day of September 2019, which meeting was duly held in accordance with Texas law and the By-Laws of the Corporation.

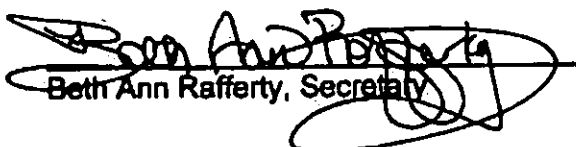
NOW, THEREFORE, BE IT RESOLVED THAT:

1. Southwest Research Institute submitted a proposal to the State of New Hampshire's Department of Transportation ("NHDOT"), responding to NHDOT's Request for Proposal No. 2013-051. Southwest Research Institute has been awarded a contract with the State of New Hampshire, acting through its Department of Transportation, on behalf of the States of New Hampshire, Vermont and Maine, to provide a Commercial-Off-The-Shelf (COTS) modular software solution consisting of three (3) components:
 - (a) Design and Implementation of an Advanced Transportation Management System (ATMS) that satisfies the various needs of the States of New Hampshire, Vermont and Maine;
 - (b) Design, Implementation and operation of a new Regional Traveler Information System (TIS); and
 - (c) A Data Fusion Hub that will primarily facilitate the exchange of information between the ATMS, the TIS, and regional partners and stakeholders.
2. W. Troy Nagy is authorized, on behalf of Southwest Research Institute, to enter the contract with the State of New Hampshire and to sign any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, on behalf of Southwest Research Institute, as he may deem necessary, desirable or appropriate, and to bind Southwest Research Institute to the terms of the contract.

3. W. Troy Nagy is the duly appointed Director of Contracts of Southwest Research Institute.

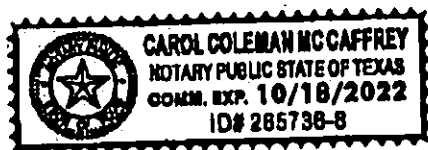
The foregoing resolution has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 22nd day of April 2020.

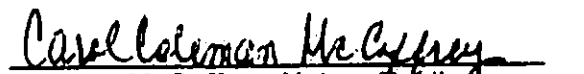

Beth Ann Rafferty, Secretary

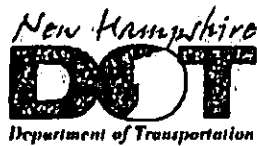
STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 22nd day of April 2020, by Beth Ann Rafferty, Secretary of the Corporation.



[NOTARY SEAL]


Carol C. McCaffrey, Notary Public
My Commission Expires: October 18, 2022



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #38
Date 1/22/2020



William Cass, P.E.
Assistant Commissioner

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

Bureau of TSMO
December 13, 2019

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation to enter into a contract amendment with Southwest Research Institute (SwRI), (Vendor 257260) of San Antonio, Texas. The purpose of this amendment is to increase the contract amount by \$750,000.00 from \$6,634,945.55 to \$7,384,945.55 for the continued support of Maintenance and Operations and Enhancements, effective upon Governor and Council approval. The original agreement was approved by Governor and Council approval on May 23, 2014, Item #101, amended on August 22, 2018, Item #19. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2020 and State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in FY 2022 and FY 2023, with the ability to adjust encumbrances through the Budget Office if needed and justified:

	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
04-96-96-963515-3054				
Consolidated Federal Aid				
038-500177				
Software License/Maint	\$300,000.00	\$168,750.00	\$225,000.00	\$56,250.00

EXPLANATION

On May 23, 2014, the Governor and Council approved the original contract with SwRI for the design, installation, integration and testing of a modular software solution "System" that included a central Advance Transportation Management System (ATMS) software, a regional Traveler Information System and a Data Fusion Hub. This contract amendment is to increase the contract amount to allow for additional enhancements that are needed for New Hampshire and Maine. Transportation and technology is rapidly changing and revisions to the software and hosting of data are needed to keep up with current demands and necessary security. These funds will transition specific ATMS modules to operate on current secure internet browsers. The original contract with SwRI was combined with The New Hampshire Department of Transportation (NHDOT), Vermont Agency of Transportation (VTTrans) and Maine Department of Transportation (MaineDOT). NHDOT will continue to be the lead State on this contract amendment.

NHDOT and MaineDOT each are adding the amount shown below:

AGENCY:	<u>NHDOT</u>	<u>Maine DOT</u>	<u>TOTAL</u>
Cost :	\$250,000.00	\$500,000.00	\$750,000.00

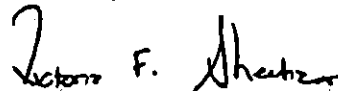
New Hampshire Project Funding is 100% Federal Funds. The Federal Funding is 80% Federal Funds with a 20% State Fund match. Turnpike Toll credit is being utilized for the NH Department of Transportation match requirement.

The Capital Budget Overview Committee, pursuant to the provisions of RSA 228:12-a, on September 10, 2019, approved the request of the Department of Transportation, Bureau of TSMO, to use up to \$70,000 of Turnpike Toll Credits based on estimated costs of \$350,000, to meet funding match requirements for Statewide project Transportation Systems Management and Operations (TSMO) as specified in the request dated August 13, 2019.

The contract has been approved by the Attorney General as to form and execution. The Department of Information Technology (DoIT) has reviewed and approved the agreement. 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 your approval, will be on file at the Department.

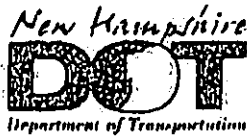
We respectfully request your approval of this resolution.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

Attachments



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

Division of Operations
November 15, 2019

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

REQUESTED ACTION

Pursuant to RSA 9:16-a, authorize the Department of Transportation to transfer \$468,750 between various classes effective upon Fiscal Committee and the date of Governor and Council approval through June 30, 2021 as follows:

In SFY20 and SFY21, funds shall be transferred within 04-096-096-963515-3054 – Consolidated Federal Aid as follows:

04-096-096-963515-3054	Current Budget FY2020	Requested Change FY2020	Revised Budget FY2020	Current Budget FY2021	Requested Change FY2021	Revised Budget FY2021
Consolidated Federal Aid						
Expenses:						
018 500106 Overtime	\$181,979	\$0	\$181,979	\$75,000	\$0	\$75,000
020 500200 Current Expense	207,928	0	207,928	50,000	0	50,000
022 500255 Rents-Leases Other than State	42,331	0	42,331	0	0	0
023 500291 Heat Electricity Water	14,942	0	14,942	5,000	0	5,000
024 500225 Maint Other than Build-Grn	207,306	0	207,306	5,000	0	5,000
026 500251 Organizational Dues	110,250	0	110,250	0	0	0
030 500311 Equipment New Replacement	1,155,048	0	1,155,048	0	0	0
037 500173 Technology- Hardware	8,011	0	8,011	6,000	0	6,000
038 500177 Technology- Software	1,134,779	300,000	1,434,779	815,000	168,750	983,750
039 500180 Telecommunications	5,213	0	5,213	0	0	0
046 500464 Consultants	54,307,348	0	54,307,348	19,250,000	0	19,250,000
050 500109 Personal Services-Temp	179,495	0	179,495	0	0	0
060 500601 Benefits	47,593	0	47,593	14,685	0	14,685

065 500541 Board Expenses	118,927	0	118,927	40,000	0	40,000
066 500543 Employee Training	138,775	0	138,775	40,000	0	40,000
070 500704 In-State Travel Reimbursement	334,005	0	334,005	15,000	0	15,000
080 500710 Out of State Travel Reimbursement	99,103	0	99,103	15,000	0	15,000
103 502664 Contracts for Operational Services	284,967	0	284,967	0	0	0
400 500869 Construction Repair Materials	252,051,168	(300,000)	251,751,168	85,000,000	(168,750)	84,831,250
401 500877 Land Interest	11,524,017	0	11,524,017	2,000,000	0	2,000,000
Total	\$322,153,185	\$0	\$322,153,185	\$107,330,685	\$0	\$107,330,685
Source of Funds						
Revenue:						
000-409151 Federal Funds	\$299,505,478	\$0	\$299,505,478	\$103,880,685	\$0	\$103,880,685
005-402851 Private Local Funds	2,553,250	0	2,553,250	3,000,000	0	3,000,000
009-401771 Agency Income	4,606,442	0	4,606,442	450,000	0	450,000
000-000015 Highway Funds	15,488,015	0	15,488,015	0	0	0
Total	\$322,153,185	\$0	\$322,153,185	\$107,330,685	\$0	\$107,330,685

EXPLANATION

The Department requests authorization to transfer budgeted account funds among the various accounts in order to pay for services incurred in meeting the State's transportation demands. Specific explanations relating to the Department's spending requests are as follows:

Consolidated Federal Aid (3054) 92.97% Federal Funds, .79% Private Local Funds, 1.43% Agency Income and 4.81% Highway Funds

Class 038 Increase Technology-Software by \$468,750 to cover the increased amount of the contract amendment with Southwest Research Institute (SwRI) to allow for additional enhancements that are needed for New Hampshire and Maine. Transportation and technology is rapidly changing and revisions to the software and hosting of data are needed to keep up with current demands and necessary security. The software is a joint project with the State of Maine in which New Hampshire is the lead. Maine will reimburse New Hampshire for their share of project costs.

Class 400 Decrease Construction Repair Materials by \$468,750 in order to move necessary funds to the correct class line as this transfer will align expenditures to the proper class line per accounting policy. This transfer will not impact construction projects and all construction will move forward as planned.

The following is provided in accordance with the Budget Officer's Instructional memorandum dated April 17, 1985 to support the above requested actions:

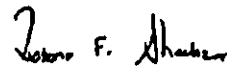
1. Does transfer involve continuing programs or one-time projects?
Transfers are for continuing programs (not one-time).
2. Is this transfer required to maintain existing program level or will it increase program level?
Transfers are to maintain existing program levels (no increase in program level).
3. Cite any requirements, which make this program necessary.

RSA 21-L:2, in part, establishes that the Department will be responsible for planning, developing, and maintaining a state transportation network. This transfer will facilitate the accomplishment of this responsibility.

4. Identify the source of funds on all accounts listed on this transfer.
Source of funds are Federal Funds, Private Local Funds, Agency Income and Highway Funds.
5. Will there be any effect on revenue if this transfer is approved or disapproved?
This transfer will have no effect on revenue.
6. Are funds expected to lapse if this transfer is not approved?
Should funds lapse as a result of not approving this request for project funding, such funds will lapse to their respective account fund balances.
7. Are personal services involved?
The transfer does not result in any new positions.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Advanced Transportation Management System (ATMS)
Traveler Information System (TIS)
RFP 2013-051
CONTRACT AMENDMENT B

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Southwest Research Institute (SwRI) on May 23, 2014, Item #101 for the period of May 23, 2014 through May 7, 2019;

WHEREAS, the Governor and Council approved an amendment to the Agreement between NHDOT and SwRI on August 22, 2018, Item #19, to be effective through September 1, 2022 and to increase the contract amount by \$2,467,200.55.

WHEREAS, pursuant to the Agreement Section 1.3, *Contract Term*, and the provision of the Agreement, the Agreement may be extended at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

WHEREAS, the Vendor, SwRI and NHDOT have agreed to amend the Agreement in certain respects;

WHEREAS, NHDOT wishes to increase the SwRI contract price by \$750,000.00 increasing the total contract price from \$6,634,945.55 to \$7,384,945.55.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

Contract Agreement-General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$750,000.00 from \$6,634,945.55 to \$7,384,945.55.
2. Amend Exhibit B Price and Payment Schedule, 1.Deliverable Payment Schedule as described below:
3. Amend Exhibit B Price and Payment Schedule, 8.Maintenance and Support Services Rates as described below:

Exhibit B: Price and Payment Schedule, Deliverable Payment Schedule

Activity, Deliverable or Milestone	Deliverable Type	Payment Amount
Year 4 Enhancements	Software	\$300,000.00
Year 5 Enhancements	Software	\$225,000.00
Year 6 Enhancements	Software	\$225,000.00

Exhibit B: Price and Payment Schedule, Maintenance and Support Services Rates

SwRI Rates Pricing Worksheet (Hourly Rates)			
Position Title	SFY 2021	SFY 2022	SFY 2023
Project Manager (Professional Level 4)	\$415.48	\$424.86	\$436.70
Software Project Manager (Professional Level 3)	\$298.15	\$304.86	\$313.35
Senior Designer (Professional Level 3)	\$298.15	\$304.86	\$313.35
Deputy Software Project Manager (Professional Level 2)	\$218.43	\$223.35	\$229.56

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Advanced Transportation Management System (ATMS)
Traveler Information System (TIS)
RFP 2013-051
CONTRACT AMENDMENT B

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

W. Troy Nagy
W. Troy Nagy
Southwest Research Institute

Date: October 8, 2019

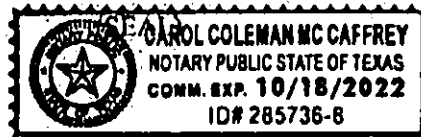
Corporate Signature Notarized:

STATE of TEXAS
COUNTY of BEXAR

On this, the 8 day of October, 2019, before me, Carol Coleman McCaffrey, the undersigned Officer, W. Troy Nagy, personally appeared and acknowledged her/himself to be the Director, Contracts of Southwest Research Institute, a corporation, and that she/he, as such Director, Contracts being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Director, Contracts.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Carol Coleman McCaffrey
Notary Public/Justice of the Peace
My Commission Expires: 10/18/2022



Department of Transportation

Victoria F. Sheehan
Victoria F. Sheehan, Commissioner
State of New Hampshire Department of Transportation

Date: 11/4/19

Approved by the Attorney General (Form, Substance and Execution)

Alvin B. Greenstein
State of New Hampshire, Department of Justice

Date: 1/20/2020

Approved by NH Governor and Council

Scott R. Williamson

Date: JAN 22 2020

DEPUTY SECRETARY OF STATE

Initial and Date All Pages:
Vendor Initials WN

Date: October 8, 2019

Contract Amendment B
Page 3 of 3

CERTIFICATE OF VOTE

I, Beth Ann Rafferty, Secretary of Southwest Research Institute®, do hereby certify that:

- 1) I am the duly elected and acting Secretary of Southwest Research Institute, a Texas nonprofit corporation (the "Corporation");
- 2) I maintain and have custody of and I am familiar with the Seal and minute books of the Corporation;
- 3) I am duly authorized to issue certificates; and
- 4) The following is a true, accurate and complete copy of the Resolution adopted unanimously by the Board of Directors of the Corporation at a meeting of said Board of Directors held on the 23rd day of September 2019, which meeting was duly held in accordance with Texas law and the By-Laws of the Corporation.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Southwest Research Institute submitted a proposal to the State of New Hampshire's Department of Transportation ("NHDOT"), responding to NHDOT's Request for Proposal No. 2013-051. Southwest Research Institute has been awarded a contract with the State of New Hampshire, acting through its Department of Transportation, on behalf of the States of New Hampshire, Vermont and Maine, to provide a Commercial-Off-The-Shelf (COTS) modular software solution consisting of three (3) components:
 - (a) Design and implementation of an Advanced Transportation Management System (ATMS) that satisfies the various needs of the States of New Hampshire, Vermont and Maine;
 - (b) Design, implementation and operation of a new Regional Traveler Information System (TIS); and
 - (c) A Data Fusion Hub that will primarily facilitate the exchange of information between the ATMS, the TIS, and regional partners and stakeholders.
2. W. Troy Nagy is authorized, on behalf of Southwest Research Institute, to enter the contract with the State of New Hampshire and to sign any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, on behalf of Southwest Research Institute, as he may deem necessary, desirable or appropriate, and to bind Southwest Research Institute to the terms of the contract.

3. W. Troy Nagy is the duly appointed Director of Contracts of Southwest Research Institute.

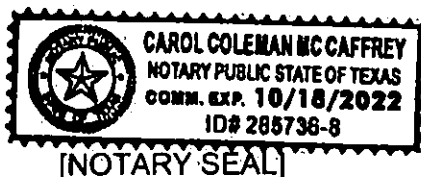
The foregoing resolution has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

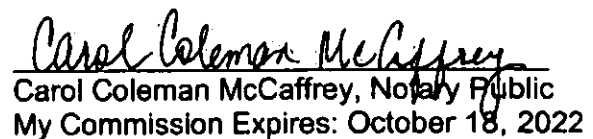
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 8th day of October 2019.


Beth Ann Rafferty, Secretary

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 8th day of October 2019, by Beth Ann Rafferty, Secretary of the Corporation.




Carol Coleman McCaffrey, Notary Public
My Commission Expires: October 18, 2022

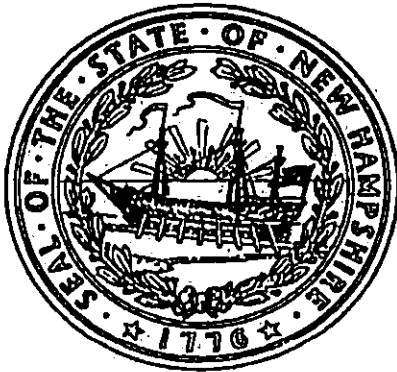
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWEST RESEARCH INSTITUTE is a Texas Nonprofit Corporation registered to transact business in New Hampshire on January 31, 2013. 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: 686610

Certificate Number: 0004601662



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of October A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/09/2019

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (AC, No, Ext): (817) 476-5000 FAX (AC, No.): (800) 953-4542
E-MAIL ADDRESS:

INSURED
Southwest Research Institute
ATTN: Bevie Downing
6220 Culebra Road
PO Drawer 28510
San Antonio TX 78228-0510 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: American Zurich Ins Co	40142
INSURER C: Zurich American Ins Co	16535
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570075896363

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.

Limits shown are as requested

INSUR LTR	TYPE OF INSURANCE	ADDL INSR INSD YYY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		049159197 SIR applies per policy terms & conditions	04/09/2019	04/09/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 BODILY INJURY \$350,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP234719710	04/09/2019	04/09/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		021375532	04/09/2019	04/09/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	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	WC234719610	04/09/2019	04/09/2020	<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

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

Re: SWRI Project No. 10.20449 (SWRI Proposal No. 10-67233)

State of New Hampshire, Department of Transportation, is included as additional insured with respect to the general liability of the named insured subject to policy provisions. Umbrella liability policy is following form coverage of the primary General Liability, Auto Liability, and workers' compensation policies as certified, including the additional insured, primary and non-contributory coverage, and waiver of subrogation endorsements. Thirty (30) days prior written notice will be provided to Certificate Holder in the event of cancellation (except 10 days for non-payment) or material change (reduction/restriction) in

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation
Transportation Management Center
Attn: Denise Markow, P.E.
110 Smokey Bear Blvd.
Concord NH 03307 USA

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

Aon Risk Services Southwest, Inc.

Holder Identifier:

Certificate No.: 570075896363

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Southwest Research Institute
POLICY NUMBER See Certificate Number: 570075896363		
CARRIER See Certificate Number: 570075896363	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
coverage.



Factory Mutual Insurance Company
One Cowboys Way
Suite 600
Frisco, Texas
75034
United States of America
Tel: (1) 972 377-4808
Fax: (1) 972 731-1800

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.: 1057165

Policy Term

Account No.: 1-56763

Effective Date:

01 September 2019

NAMED INSURED:

Expiration Date:

01 September 2020

Southwest Research Institute

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Personal Property

Location No.:

INDEX No.:

1

074638.61

Headquarters

6220 Culebra Road

San Antonio, Texas 78238-5166, USA

COVERAGE IN FORCE:

(subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided:

Peril:

Limit Of Liability:

Property Damage

All Risk

USD 1,000,000

CERTIFICATE TERM:

Effective: 01 September 2019

Expires: 01 September 2020

Personal Property consisting of property of others in Southwest Research Institute's care, custody or control to the extent of Southwest Research Institute's legal liability.

SwRI Proposal No. 10-67233 SwRI Project No. 10.20449

New Hampshire Department of Transportation
Transportation Management Center
110 Smokey Bear Blvd.
Concord, New Hampshire 03302, USA

Certificate No: 00001-001

Authorized Signature / Issue Date
Edward Toomey / 09 October 2019

For questions, contact: Christiane Murphy



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

May 7, 2014
Bureau of Traffic

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Southwest Research Institute (SwRI), San Antonio, TX, (Vendor #257260) in an amount not to exceed \$4,167,745 for the Advanced Transportation Management System (ATMS)/Traveler Information System (TIS) effective upon Governor and Council approval through May 7, 2019. 100% Federal Funds.

Funding is available as follows for FY 2014 and FY 2015 and is contingent upon the availability and continued appropriation of funds for FY 2016 through FY 2018.

Account	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
04-96-96-963515-3054 Consolidated Federal Aid 046-500464 Gen Consultants Non-Benefit	\$795,272	\$1,901,170	\$292,614	\$46,313	
04-96-96-960515-3052 Transportation Management Center 038-500177 Software License/Maint			\$426,686	\$377,466	\$328,224

PROJECT FINANCIAL RESPONSIBILITIES OF MaineDOT, VTrans and NHDOT:

The total cost of the Project shall not exceed Four Million One Hundred Sixty-Seven Thousand Seven Hundred Forty Five dollars (\$4,167,745). Of that total, thirty and one half percent (30.5%) of project costs in the amount of One Million One Hundred Sixty-Nine Thousand Thirty-three dollars and fifty-six cents (\$1,269,033.56) shall be the responsibility of the MaineDOT, and thirty and eight tenths percent (30.8%) of project costs in the amount of One Million Two Hundred Eighty-six Thousand Ninety-six dollars and ninety-nine cents (\$1,286,096.99) shall be the responsibility of VTrans, and a total of thirty-eight and seven tenths percent (38.7%) of the project costs in the amount of One Million Six Hundred Twelve Thousand Six Hundred Fourteen dollars and forty-five cents (\$1,612,614.45) shall be the responsibility of NHDOT as illustrated in the following table:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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