



William J. Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

25



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

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Traffic
January 7, 2025

REQUESTED ACTION

The Department of Transportation, Bureau of Traffic, requests authorization to enter into a **Sole Source** agreement with CLR Analytics Inc. (CLR) of Irvine, California, Vendor #379028, in the amount of \$700,000. This SMART (Strengthening Mobility and Revolutionizing Transportation) Grant project will utilize the inductive Loop Signature Technology (i-LST) to build and demonstrate a Smart, Connected, and Interoperable Traffic Monitoring System by retrofitting existing Inductive Loop Detectors (ILDs). This type of sensor is installed at signalized intersections and toll plazas and will obtain data that can be used to enhance safety, review freight management, inform pavement design, and potentially collect environmental air quality data. This agreement is effective upon Governor and Council approval through March 14, 2026. Funding is 100% Federal SMART Grant.

Funding is available based on the following:

| | |
|--|----------------|
| | <u>FY 2025</u> |
| 04-096-096-960515-3009 | |
| Bureau of Traffic | |
| 046-500464 Gen Consultants Non-Benefit | \$700,000 |

EXPLANATION

This **Sole Source** request is justified because CLR is the exclusive developer of the hardware and software needed for the i-LST system. Currently, NHDOT relies on CLR products for its Class Count stations, which will be upgraded as part of the SMART Grant project. The new system is anticipated to offer significant benefits to New Hampshire's daily operations, including:

1. **Improved Roadway Safety:** The system's safety metrics will help identify high-risk roadway segments that need enhanced speed enforcement and safety warning devices, leading to improved road safety overall.
2. **Enhanced Truck-Related Applications:** NHDOT and regional agencies (MPOs/RPCs) will gain valuable insights into truck activities, aiding freight planning, management, and the enforcement of truck driver fatigue and overweight regulations.

mat

3. **More Accurate Pavement Design:** Better weight data from weigh-in-motion (WIM) sites can help the state optimize pavement design and maintenance. Integrating weight/load distribution data from WIM and class count sites will ensure more accurate and durable road infrastructure.
4. **On-Road Emission and Air Quality Monitoring:** By incorporating weather and air quality data into the transportation data framework, NHDOT and MPO/RPCs can track on-road emissions and evaluate trucks' environmental impact, particularly in disadvantaged communities.

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

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in cursive script that reads "William Cass".

William J. Cass, P.E.
Commissioner

Attachments

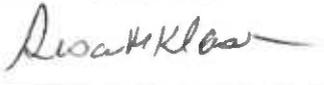
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|--|--|---|--------------------------------------|
| 1.1 State Agency Name Department of Transportation | | 1.2 State Agency Address 7 Hazen Drive Concord, NH 03301 | |
| 1.3 Contractor Name CLR Analytics Inc | | 1.4 Contractor Address 192 Technology Drive, Suite S Irvine, CA 92618 | |
| 1.5 Contractor Phone Number 949-864-6696 | 1.6 Account Unit and Class 04-96-96-960515-3009 | 1.7 Completion Date 3/14/2026 | 1.8 Price Limitation \$700,000.00 |
| 1.9 Contracting Officer for State Agency Michael T. O'Donnell, P.E. | | 1.10 State Agency Telephone Number 603-271-2292 | |
| 1.11 Contractor Signature  Date: 10/1/24 | | 1.12 Name and Title of Contractor Signatory Lianyu Chu, President | |
| 1.13 State Agency Signature  Date: 2/24/25 | | 1.14 Name and Title of State Agency Signatory Susan Klasen Director of operations | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: February 27, 2025 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

Service Contract (Form P-37)

CLR Analytics Inc. (CLR)

Exhibit A: Special Provision

The contract is effective upon approval by the Governor and Executive Council.

Exhibit B: Services to be performed or provided

CLR will perform the following services/tasks:

- Provide installation services for the advanced traffic and environmental monitoring system based on inductive loop signature technology (i-LST) and the Intelligent Air Quality Box (iAQBox) air quality system to ensure they are fully integrated and functional;
- Lead system development and perform the following work: (1) improve vehicle body type classification to help NHDOT understand the truck activity; (2) develop safety measurements by analyzing vehicle type, speed, and gap data from individual vehicle records; (3) integrate the system at one weigh-in-motion site to generate vehicle signature data, which will be used for vehicle re-identification applications; (4) incorporate weather and air quality sensors and their data collection, processing, and visualization; (5) test and evaluate vehicle re-identification algorithms developed from previous projects; (6) develop user friendly data analysis and visualization interfaces;
- Deploy enhanced system features to the designated study sites and demonstrate the proposed system through a web portal;
- Assist the University of Massachusetts, Lowell (UML) in the training of how to properly ground-truth the data using video data, which may include other sites in New Hampshire as well as other states using this technology, if needed;
- Assist UML in preparing training materials for workforce development on how to use the systems data and tools, and maintain the system;
- Assist in the preparation of required preliminary and final reports, to include data management and evaluation plans, summarizing progress and outcomes of the Stage 1 project, and to propose the scope of work for Stage 2.

Exhibit C: Budget and Method of Payment

Budget for services is \$700,000.00. (See accompanying Contract Rate Sheet)

Payment is based on a monthly invoice billed based on levels of effort.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CLR ANALYTICS INC is a California Profit Corporation registered to transact business in New Hampshire on August 28, 2024. 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: 969307

Certificate Number : 0006780632



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of August A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Dan Chang, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
CLR Analytics Inc.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on October 1, 2024,
at which a quorum of the Directors/sharcholders were present and voting.

VOTED: That Lianyu Chu, President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

CLR Analytics Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 10/1/2024

ATTEST: [Signature]
(Name & Title)
Dan Chang, Secretary



CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCTOBER 1ST, 2024 before me, David J Lee, Notary Public
(Here insert name and title of the officer)

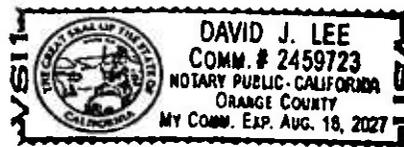
personally appeared DAN CHANG
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(is)~~ are subscribed to the within instrument and acknowledged to me that he ~~(she)~~ they executed the same in his ~~(her)~~ their authorized capacity(ies), and that by his ~~(her)~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

CORPORATE RESOLUTION
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/01/2024

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other SECRETARY

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 21, 2024

New Hampshire Dept. of Transportation
7 HAZEN DR
CONCORD NH 03301

Account Information:

| | |
|--------------------------------|---------------------------|
| Policy Holder Details : | CLR ANALYTICS INC. |
|--------------------------------|---------------------------|



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

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 OW. 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 any rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|------------------------------------|
| PRODUCER Starkweather & Shepley PO Box 549 Providence, RI 02901-0549 401 435-3600 | CONTACT NAME: Janice DeFeo | |
| | PHONE (A/C, No, Ext): 401-886-1811 | FAX (A/C, No): 401-735-1059 |
| E-MAIL ADDRESS: jdefeo@starshep.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Pacific Employers Insurance Company | | 22748 |
| INSURER B: ACE Property & Casualty Insurance Co. | | 20699C |
| INSURER C: | | |
| INSURER D: | | |
| 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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | x | D02197224 | 03/21/2024 | 03/21/2025 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| | UTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | D02197224 | 03/21/2024 | 03/21/2025 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | D02197248 | 03/21/2024 | 03/21/2025 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ |
| | 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 | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability is primary and non-contributory.

 Blanket additional Insured & Waiver of Subrogation applies to the General Liability per written contract.

| | |
|--|--|
| CERTIFICATE HOLDER New Hampshire Dept. of Transportation PO Box 483 7 Hazen Drive Concord, NH 03302 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

CLR Analytics - Labor and Rates

| | Category | Direct rate (2024) | Direct rate (2025) | Indirect rate | Fee (and escalating rate adjustment)* | Fully Loaded Rate (2024) |
|--------------------------------|-----------------|--------------------|--------------------|---------------|---------------------------------------|--------------------------|
| Lianyu Chu (Ph.D.) | System | \$ 78.00 | \$ 85.80 | 120% | 10% | \$ 188.76 |
| Shin-Ting (Cindy) Jeng (Ph.D.) | Algorithm | \$ 50.02 | \$ 55.02 | | | \$ 121.05 |
| Ning Yang (Ph.D.) | Data Analyst | \$ 50.00 | \$ 55.00 | | | \$ 121.00 |
| Pengyuan Sun (M.S.) | Programmer | \$ 45.00 | \$ 49.50 | | | \$ 108.90 |
| Dan Chang (M.S.) | Data Processing | \$ 35.00 | \$ 38.50 | | | \$ 84.70 |

| CLR Analytics | | Category | Rate | Hours / # of trips | Extended (rounded) |
|---------------|----------|-------------------------|-------------|--------------------|--------------------|
| Labor | LC | System | \$ 78.00 | 808 | \$ 152,518.00 |
| | SJ | Algorithm | \$ 50.02 | 1399 | \$ 169,349.00 |
| | NY | Data Analyst | \$ 50.00 | 1042 | \$ 126,082.00 |
| | PY | Programmer | \$ 45.00 | 993 | \$ 108,138.00 |
| | DC | Data Processing | \$ 35.00 | 1524 | \$ 129,083.00 |
| | Subtotal | | | | |
| Travel | | Site Installation in NH | \$ 2,194.00 | 1 | \$ 2,194.00 |
| | | Project meeting in NH | \$ 1,642.00 | 2 | \$ 3,284.00 |
| | | Data collection in CO | \$ 1,469.00 | 1 | \$ 1,469.00 |
| | | Data collection in WA | \$ 1,643.00 | 1 | \$ 1,643.00 |
| Subtotal | | | | | \$ 8,590.00 |
| Supplies | | Year 1 AWS Cost | \$ 300.00 | 12 | \$ 3,600.00 |
| | | Year 2 AWS Cost | \$ 400.00 | 6 | \$ 2,400.00 |
| | | Other Cost | \$ 240.00 | 1 | \$ 240.00 |
| Subtotal | | | | | \$ 6,240.00 |
| Total | | | | | \$ 700,000.00 |

Summary

| | Amount | Rate |
|----------|-----------------|--------|
| Labor | \$ 685,170.00 | |
| Fringe | \$ 237,068.82 | 34.60% |
| Travel | \$ 8,590.00 | |
| Supplies | \$ 6,240.00 | |
| Indirect | \$ (237,068.82) | |
| Total | \$ 700,000.00 | |

CLR Tasks and Rates (CLR Contracted Task Responsibilities, only)

\$ 188.76 \$ 121.05 \$ 121.00 \$ 108.90 \$ 84.70

| Task | Team member | Task Budget | CLR Portion | LC | SJ | NY | PY | DC | | |
|--|--------------------------|------------------------|----------------------|------------|-------------|-------------|------------|-------------|--|--|
| 4. Site Installation | NHDOT, CLR | \$ 483,025.30 | \$ 40,000.00 | 148 | | | 90 | | | |
| 5. System Development | CLR | \$ 400,000.00 | \$ 400,000.00 | 300 | 1054 | 900 | 505 | 570 | | |
| 6. System Deployment | CLR | \$ 140,000.00 | \$ 140,000.00 | 300 | 87 | | 398 | 300 | | |
| 7. Data Collection and Analysis | UML, CLR | \$ 170,000.00 | \$ 80,000.00 | | 164 | | | 654 | | |
| 9. Training & Workforce Development | UML, NHDOT, MPO/RPC, CLR | \$ 83,145.44 | \$ 20,000.00 | 20 | 14 | 120 | | | | |
| 10. Final Report | NHDOT, UML, CLR | \$ 44,765.31 | \$ 20,000.00 | 40 | 80 | 22 | | | | |
| Total (Project Tasks 4-7, 9-10) | | \$ 1,320,936.05 | \$ 700,000.00 | 808 | 1399 | 1042 | 993 | 1524 | | |
| Total Project Budget | | \$ 1,899,093.00 | | | | | | | | |

| Task | Team member | Task Budget | CLR Budget | LC | SJ | NY | PY | DC | Travel | Supplies | Extended* |
|-------------------------------------|--------------------------|---------------|---------------|--------------|---------------|---------------|--------------|--------------|-------------|-------------|---------------|
| 4. Site Installation | NHDOT, CLR | \$ 483,025.30 | \$ 40,000.00 | \$ 27,936.48 | | | \$ 9,801.00 | \$ - | \$ 2,194.00 | \$ 69.00 | \$ 40,000.00 |
| 5. System Development | CLR | \$ 400,000.00 | \$ 400,000.00 | \$ 56,628.00 | \$ 127,586.70 | \$ 108,900.00 | \$ 54,994.50 | \$ 48,279.00 | | \$ 3,612.00 | \$ 400,000.00 |
| 6. System Deployment | CLR | \$ 140,000.00 | \$ 140,000.00 | \$ 56,628.00 | \$ 10,531.35 | \$ - | \$ 43,342.20 | \$ 25,410.00 | \$ 1,642.00 | \$ 2,446.00 | \$ 140,000.00 |
| 7. Data Collection and Analysis | UML, CLR | \$ 170,000.00 | \$ 80,000.00 | \$ - | \$ 19,852.20 | \$ - | \$ - | \$ 55,393.80 | \$ 4,754.00 | | \$ 80,000.00 |
| 9. Training & Workforce Development | UML, NHDOT, MPO/RPC, CLR | \$ 83,145.44 | \$ 20,000.00 | \$ 3,775.20 | \$ 1,694.70 | \$ 14,520.00 | | | | \$ 10.00 | \$ 20,000.00 |
| 10. Final Report | NHDOT, UML, CLR | \$ 44,765.31 | \$ 20,000.00 | \$ 7,550.40 | \$ 9,684.00 | \$ 2,662.00 | | | | \$ 104.00 | \$ 20,000.00 |

*Extended totals are rounded

\$ 700,000.00