



The State of New Hampshire  
Department of Transportation

11 - 6/3/26



David Rodrigue, P.E.  
Commissioner

Michelle L. Winters  
Deputy Commissioner

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

Bureau of Turnpikes  
May 12, 2026

**Requested Action**

Authorize the Department of Transportation to amend contract #5000750 with Kapsch TrafficCom USA, Inc. (Vendor #164793) of Secaucus, NJ, extending the contract for 3 years with a corresponding increase of the contract amount by \$3,850,106.37 from \$20,343,958.64 for a new contract amount not to exceed \$24,194,065.01 for operation and maintenance of the Turnpike Electronic Toll Plazas, effective upon Governor and Council approval. The original contract agreement was approved by Governor and Council on February 1, 2017, Item #27. It has been amended four times: first, on October 13, 2021, Item #5B; second, on June 28, 2023, Item #80; third, on March 13, 2024, Item #36B; fourth, on February 26, 2025, Item #33. This is the second of three 3-year contract extensions for the continued operation and maintenance of our Electronic Toll plazas. **100% Turnpikes Funds.**

Funds to support this request are anticipated to be available in the following accounts in State FY 2027 and are anticipated to be available in the following accounts in State FY 2028 and State FY 2029 upon the availability and continued appropriation of funds in the future operating budget, with the availability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

|  | FY 2027        | FY2028         | FY2029         |
|--|----------------|----------------|----------------|
| 04-096-096-961017-7050 Toll Collection               | \$1,229,490.80 | \$1,270,775.80 | \$1,349,839.77 |
| 024-5000225 Maintenance Other than Buildings/Grounds |                |                |                |

**Explanation**

On February 1, 2017, Governor and Council approved the original contract with Kapsch for the design, testing, installation, and maintenance services for the operation of the Open Road Tolling (ORT) Systems for the Bureau of Turnpikes within the Division of Operations to be effective for a 6-year period through June 30, 2023. The contract also included provisions for three additional, 3-year optional periods up to but not beyond June 30, 2032, subject to Governor and Council approval.

On October 13, 2021, Governor and Council approved Contract Amendment #1 for design, testing and installation of Electronic Tolling at the Dover and Rochester toll plazas. Electronic toll conversion of the Bedford toll plaza was partially funded through Amendment #1 as well. This contract amendment reallocated funds and there was no additional cost as a result of this amendment.

On June 28, 2023, Governor and Council approved Contract Amendment #2 to finalize the electronic toll conversion of the Bedford toll plaza and extend operation and maintenance at the Hampton, Hooksett,

Bedford, Rochester, and Dover Plazas for Electronic Tolling from July 1, 2023, to June 30, 2026. This was the first of three 3-year contract extensions for the continued operation and maintenance of our Electronic Toll plazas and resulted in increasing the contract amount by \$5,071,616.51 from \$9,170,943.23 for a new contract amount not to exceed \$14,242,559.74.

On March 13, 2024, Governor and Council approved Contract Amendment #3 to increase the contract amount by \$5,900,404 from \$14,242,559.74 for a new contract amount not to exceed \$20,142,963.74 to upgrade equipment at Hampton and Hooksett Toll Plazas.

On February 26, 2025, Governor and Council approved Contract Amendment #4 to increase the contract amount by \$200,994.90 from \$20,142,963.74 for a new contract amount not to exceed \$20,343,958.64 and to shorten the installation timeframe for the Hooksett Toll Plaza upgrade.

This request is for the second of three 3-year extensions included in the original contract and for continuation of Kapsch's maintenance cost of \$3,850,106.37 for the Toll Systems in Hampton, Hooksett, Bedford, Dover and Rochester Electronic Tolling, for State FY 2027, FY 2028, and FY 2029. Kapsch has and will continue to provide preventative and emergency maintenance of the new and existing Electronic Toll equipment, twenty-four hours a day and seven days a week. This is particularly important regarding *E-ZPass* toll collection. The funding of the toll system maintenance portion of the contract covers but is not limited to:

- Kapsch preventative maintenance staff labor costs
- Repairs & replacement toll system parts & installation
- Oracle Maintenance
- Data Center communication
- Damage to equipment due to weather or accidents

Maintenance costs have been calculated using the base in-lane maintenance costs adjusted per the original contract agreement by 2026 COLA. FY 2028, and FY 2029 are adjusted an estimated 3% for COLA. The actual adjustment will be conducted at the beginning of calendar year per the original contract agreement. Estimated costs also include \$45,000 each year for maintenance contingencies. These contingencies are needed for unanticipated repairs and/or replacements due to aging equipment or damaging events such as motor vehicle accidents, unforeseen maintenance repairs, or weather events (e.g., lightning strikes can cost up to \$25,000 per event).

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 Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation

Your approval of this contract is respectfully requested.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Rodrigue', with a long horizontal flourish extending to the right.

David Rodrigue, PE  
Commissioner

Attachments



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Drive | Concord, NH | 03301  
Fax: (603) 271-1516 | TDD: (800) 753-2964  
[doit.nh.gov](http://doit.nh.gov)



Denis Goulet, *Commissioner*

May 8, 2026

David Rodrigue, Commissioner  
Department of Transportation  
State of New Hampshire  
7 Hazen Drive  
Concord, NH 03301

Dear Commissioner Rodrigue:

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 Kapsch TrafficCom USA, Inc., as described below and referenced as DoIT No. 2016-041D.

The purpose of this request is for the operation and maintenance of the Turnpike Electronic Toll Plazas.

The Total Price Limitation shall increase by \$3,850,106.37 for a New Total Price Limitation of \$24,194,065.01, effective upon Governor and Council approval through June 30, 2029.

A copy of this letter must accompany the Department of Transportation's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Denis Goulet

DG/jd  
DoIT #2016-041D

cc: Christopher Magri, IT Manager

**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2016-041**  
**Open Road and All Electronic Tolling Systems**  
**CONTRACT AMENDMENT 5**

This CONTRACT AMENDMENT 5 is entered into as of the date signed by the signatories herein by and between KAPSCH TRAFFICCOM USA, INC., a Delaware corporation with a principal office address located at 2855 Premiere Parkway, Suite F, Duluth, Georgia 30097 (“Kapsch”) (VC# 40832) and the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION (“Department”). Kapsch and Department are sometimes referred to herein singularly as a “Party” or collectively as the “Parties.”

WHEREAS, the Parties entered into the Agreement as approved by the Governor and Executive Council (the “G&C”) on February 1, 2017 at Agenda Item 27 (the “Agreement”), wherein Kapsch agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department agreed to design, develop, install and maintain an All Electronic Tolling (AET) system at the Dover, Rochester, and Bedford Toll Plazas and the maintenance of the existing Open Road Tolling (ORT) lanes at the Hampton Mainline and Hooksett Mainline Plazas;

WHEREAS, the Parties agreed to amend the Agreement in accordance with the terms and conditions set forth in the Contract Amendment 1 as approved by the G&C on October 13, 2021 at Agenda Item 5-B; and

WHEREAS, the Parties agreed to amend the Agreement in accordance with the terms and conditions set forth in the Contract Amendment 2 as approved by the G&C on June 28, 2023 at Agenda Item # 80; and

WHEREAS, the Parties agreed to amend the Agreement in accordance with the terms and conditions set forth in the Contract Amendment 3 as approved by the G&C on March 13, 2024 at Agenda Item # 36B; and

WHEREAS, the Parties agreed to amend the Agreement in accordance with the terms and conditions set forth in the Contract Amendment 4 as approved by the G&C on February 26, 2025 at Agenda Item # 33; and

WHEREAS, the Parties now wish to further amend the Agreement in accordance with the terms and conditions specified herein.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby conclusively acknowledged by Kapsch, the Parties hereby agree as follows:

**1. General Provisions of the Agreement (Form P-37) are hereby amended as follows:**

- a. On Form P-37, amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of June 30, 2026, and adding a new completion date of June 30, 2029.

On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of \$20,343,958.64 and adding a new price limitation of \$24,194,065.01.

**2. Section 1.1 of the Agreement titled “Contract Documents” is deleted in its entirety and hereby replaced as follows:**



**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
**Bureau of Turnpikes**  
**RFP 2016-041**  
**Open Road and All Electronic Tolling Systems**  
**CONTRACT AMENDMENT 5**

1.1 CONTRACT DOCUMENTS

This Contract is comprised of the following documents (Contract Documents):


- A. Contract Amendment 5
- B. Contract Amendment 4
- C. Contract Amendment 3
- D. Contract Amendment 2
- E. Contract Amendment 1
- F. Contract Agreement – General Provisions
- G. Consolidated Exhibits
  - Exhibit A – Contract Deliverables
  - Exhibit B – Price and Payment Schedule
  - Exhibit C – Special Provisions
  - Exhibit D – Administrative Services
  - Exhibit E – Implementation Services
  - Exhibit F – Testing Services
  - Exhibit G – Maintenance and Support Services
  - Exhibit H – Compliance Matrix
  - Exhibit I – Project Management Plan
  - Exhibit J – Software License & Source Code
  - Exhibit K – Warranty and Warranty Services
  - Exhibit L – Training Services
  - Exhibit M – NHDOT RFP 2016-041 with Addenda, by reference
  - Exhibit N – The Vendor Proposal, by reference
  - Exhibit O – Certificates and Attachments

**3. Section 1.2 of the Agreement titled “Order of Precedence” is deleted in its entirety and hereby replaced as follows:**

1.2 ORDER OF PRECEDENCE

In the event of a conflict among any of the provisions in this agreement, following Order of Precedence shall apply:

- 1. Contract Amendment 5
- 2. Contract Amendment 4
- 3. Contract Amendment 3
- 4. Contract Amendment 2
- 5. Contract Amendment 1
- 6. The State of New Hampshire, Department of Transportation Contract 2016-041 (resulting Contract from the RFP, once executed).
- 7. The State of New Hampshire Terms and Conditions, as stated in Appendix H of the RFP.
- 8. Final State Responses to Vendor Inquiries to RFP 2016-041
- 9. RFP 2016-041 ORT Toll System dated May 12, 2016, with related attachments, appendices, and Addendum #1 and 2.
- 10. Kapsch Proposal including interview presentation material and response to State's questions to RFP 2016-041.



**STATE OF NEW HAMPSHIRE**  
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4. **Section 2.2 of the Agreement titled “Non-Exclusive, Not to Exceed Contract”** is deleted in its entirety and hereby replaced as follows:

**2.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT**

This is a Non-Exclusive, Not To Exceed (“NTE”) Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Kapsch shall not be responsible for any delay, act, or omission of such other vendors, except that Kapsch shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of Kapsch.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$24,194,065.01. the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

5. **Section 3.3.3.1 of the Agreement is deleted in its entirety and hereby replaced as follows:**

Kapsch Key Project Staff shall consist of the following individuals in the roles identified below:

**Kapsch Key Project Staff:**

| <b>Key Member(s)</b> | <b>Title</b>               |
|----------------------|----------------------------|
| Tom Kramek           | Project Principal          |
| Christopher Romeo    | Project Director & Manager |
| Brian Fredrickson    | Assistance Project Manager |
| Lakshmi Vadapalle    | Software Manager           |
| Frank Mazzella       | Maintenance Manager        |
| Raj Ghodasara        | Quality Assurance Manager  |
| Tammy Shifflet       | Installation Manager       |

6. **The Dispute Resolution Responsibility and Schedule Table at Section 17 of the Agreement is hereby deleted in its entirety and hereby replaced as follows:**

**Dispute Resolution Responsibility and Schedule Table:**

| <b>LEVEL</b>   | <b>CONTRACTOR</b>  | <b>STATE</b>                                | <b>CUMULATIVE ALLOTTED TIME</b> |
|----------------|--|---|---------------------------------|
| <b>Primary</b> | Christopher Romeo<br>Kapsch Project Director and Manager | Matthew Blixt<br>State Project Manager (PM) | 5 Business Days                 |
| <b>First</b>   | Tom Kramek<br>Kapsch Project Principal                   | Nicholas Alexander<br>Administrator         | 10 Business Days                |
| <b>Second</b>  | Frank Meehan<br>Kapsch Senior Vice President, CRM        | Susan Klasen<br>Director of Operations      | 15 Business Days                |

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**Section 1.1 of Exhibit B to the Agreement titled "Payment Schedule" under section 1.6 Cost Summary Detail add following table for Contract Amendment 5:**

This is a Not to Exceed (NTE) with a maximum contract value of \$24,194,065.01. for the period between the Effective Date through June 30, 2029. Kapsch shall be responsible for performing its obligations in accordance with the Contract. This Contract Amendment will allow Kapsch to invoice the State for Operations and Maintenance.

For purposes of the Contract Cost, the pass-through amounts in this Exhibit B are budgetary estimates within each Operations FY. Should the actual pass-through costs in any of the specified categories exceed the maximum of each such yearly amount shown, Kapsch may seek approval from the State to increase the affected pass-through amount(s) accordingly and Kapsch will prepare an amendment if the increase is over the total Contract Cost.

**1.2 Cost Summary Detail**

**Table 1.2 Cost Summary Details**

| <b>Maintenance Costs</b>            |                        |                        |                        |                                |
|-------------------------------------|------------------------|------------------------|------------------------|--------------------------------|
| <b>Description</b>                  | <b>FY 2027</b>         | <b>FY 2028</b>         | <b>FY 2029</b>         | <b>Contract Amend #5 Total</b> |
| AET/ORT Plaza O&M                   | \$ 1,229,490.80        | \$ 1,270,775.80        | \$ 1,312,879.20        | \$ 3,813,145.80                |
| End of Contract Term Transition     | \$ -                   | \$ -                   | \$ 36,960.57           | \$ 36,960.57                   |
| <b>Total Maintenance Cost</b>       | <b>\$ 1,229,490.80</b> | <b>\$ 1,270,775.80</b> | <b>\$ 1,349,839.77</b> | <b>\$ 3,850,106.37</b>         |
| <b>Contract Amendment # 5 Total</b> |                        |                        |                        | <b>\$ 3,850,106.37</b>         |

**1.4 Maintenance Costs**

**Table 1.4 Maintenance Costs**

| <b>Maintenance Cost</b>                                |               |    |                        |
|--|---------------|----|------------------------|
| <b>YEAR 9 - FY 2027 (July 1, 2026 - June 30, 2027)</b> |               |    |                        |
| 9th Year Software and Hardware Maintenance* FY 27      |               |    |                        |
| Hampton  | \$ 15,158.18  | 12 | \$ 181,898.16          |
| Hooksett   | \$ 15,158.18  | 12 | \$ 181,898.16          |
| Dover  | \$ 15,158.18  | 12 | \$ 181,898.16          |
| Rochester  | \$ 15,158.18  | 12 | \$ 181,898.16          |
| Bedford  | \$ 15,158.18  | 12 | \$ 181,898.16          |
| Oracle Maintenance                                     | \$ 188,000.00 |    | \$ 188,000.00          |
| Data Center Communication Costs - Fidium & Accenture   | \$ 7,250.00   | 12 | \$ 87,000.00           |
| Maintenance Contingency                                | \$ 45,000.00  |    | \$ 45,000.00           |
| <b>FY 27 Total Maintenance Costs</b>                   |               |    | <b>\$ 1,229,490.80</b> |



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| <b>YEAR 10 - FY 2028 (July 1, 2027 - June 30, 2028)</b> |               |    |                        |
|---|---------------|----|------------------------|
| 10th Year Software and Hardware Maintenance* FY 28      |               |    |                        |
| Hampton   | \$ 15,612.93  | 12 | \$ 187,355.16          |
| Hooksett  | \$ 15,612.93  | 12 | \$ 187,355.16          |
| Dover   | \$ 15,612.93  | 12 | \$ 187,355.16          |
| Rochester   | \$ 15,612.93  | 12 | \$ 187,355.16          |
| Bedford   | \$ 15,612.93  | 12 | \$ 187,355.16          |
| Oracle Maintenance                                      | \$ 199,000.00 |    | \$ 199,000.00          |
| Data Center Communication Costs - Fidium & Accenture    | \$ 7,500.00   | 12 | \$ 90,000.00           |
| Maintenance Contingency                                 | \$ 45,000.00  |    | \$ 45,000.00           |
| <b>FY 28 Total Maintenance Costs</b>                    |               |    | <b>\$ 1,270,775.80</b> |
| <b>YEAR 11 - FY 2029 (July 1, 2028 - June 30, 2029)</b> |               |    |                        |
| 11th Year Software and Hardware Maintenance* FY 29      |               |    |                        |
| Hampton   | \$ 16,081.32  | 12 | \$ 192,975.84          |
| Hooksett  | \$ 16,081.32  | 12 | \$ 192,975.84          |
| Dover   | \$ 16,081.32  | 12 | \$ 192,975.84          |
| Rochester   | \$ 16,081.32  | 12 | \$ 192,975.84          |
| Bedford   | \$ 16,081.32  | 12 | \$ 192,975.84          |
| Oracle Maintenance                                      | \$ 210,000.00 |    | \$ 210,000.00          |
| Data Center Communication Costs - Fidium & Accenture    | \$ 7,750.00   | 12 | \$ 93,000.00           |
| Maintenance Contingency                                 | \$ 45,000.00  |    | \$ 45,000.00           |
| <b>FY 29 Total Maintenance Costs</b>                    |               |    | <b>\$ 1,312,879.20</b> |
| End of Contract Term Transition                         | \$ 36,960.57  |    | \$ 36,960.57           |
| <b>TOTAL MAINTENANCE COSTS</b>                          |               |    | <b>\$ 3,850,106.37</b> |

\*Contract est 3% increase is included in FY 28 & 29. Actual cost increase will be determined per Cost-of-Living Increase (COLA) at begin of Calendar year. Communication and Oracle Maintenance cost is estimated pass through with no markup.

**1.5 Kapsch Labor Rates Worksheet**

The State may request additional services from Kapsch and requires rates in the event that additional Service is required. The following format must be used to provide this information. "FY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year.

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| ITEM | STAFF POSITIONS               | Fully Burdened Hourly Rate* |          |          |
|------|-------------------------------|-----------------------------|----------|----------|
|      |                               | FY 2027                     | FY 2028  | FY 2029  |
| 1    | Project Principal             | \$474.33                    | \$488.56 | \$503.22 |
| 2    | Project Manager               | \$308.29                    | \$317.54 | \$327.07 |
| 3    | Assistance Project Manager    | \$308.29                    | \$317.54 | \$327.07 |
| 4    | Quality Assurance Manager     | \$308.29                    | \$317.54 | \$327.07 |
| 5    | Technical (Software) Manager  | \$249.01                    | \$256.48 | \$264.17 |
| 6    | Installation Manager          | \$260.87                    | \$268.70 | \$276.76 |
| 7    | System Administrator          | \$237.15                    | \$244.26 | \$251.59 |
| 8    | Network Administrator         | \$237.15                    | \$244.26 | \$251.59 |
| 9    | System Analyst                | \$237.15                    | \$244.26 | \$251.59 |
| 10   | Software Architect            | \$237.15                    | \$244.26 | \$251.59 |
| 11   | Software Development Engineer | \$237.15                    | \$244.26 | \$251.59 |
| 12   | Hardware Engineer             | \$284.58                    | \$293.12 | \$301.91 |
| 13   | Communications Engineer       | \$237.15                    | \$244.26 | \$251.59 |
| 14   | Maintenance Technician        | \$106.06                    | \$109.24 | \$112.52 |
| 15   | Manager, Quality Engineering  | \$249.01                    | \$256.48 | \$264.17 |
| 16   | Licensed Electrician          | \$308.29                    | \$317.54 | \$327.07 |
| 17   | Electrician Helper            | \$308.29                    | \$317.54 | \$327.07 |
| 18   | Installation Technician       | \$132.57                    | \$136.55 | \$140.65 |
| 19   | Installation Supervisor       | \$165.72                    | \$170.69 | \$175.81 |
| 20   | Licensed Electrical Engineer  | \$308.29                    | \$317.54 | \$327.07 |

\*Contract est 3% increase in FY 28 & 29. Actual cost increase will be determined per Cost-of-Living Increase (COLA) at begin of Calendar year.

\*\*Any travel rate for out-of-scope work will be reimbursed by NHDOT without markup. All travel shall be approved by NHDOT prior to commencement of travel. Prior to travel Kapsch shall submit to NHDOT a travel request detailing the estimated costs to complete the trip for each individual. All travel reimbursement must be supported by appropriate records and receipts.



**STATE OF NEW HAMPSHIRE**  
**Department of Transportation**  
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**CONTRACT AMENDMENT 5**

**Contract # 40832 – Open Road and All Electronic Tolling System Amendment Descriptions:**

| <b>CONTRACT AND AMENDMENT NUMBER</b> | <b>AMENDMENT TYPE</b>    | <b>EFFECTIVE DATE</b>                   | <b>CONTRACT AMOUNT</b> |
|--------------------------------------|--------------------------|---|------------------------|
|                                      | <b>Original Contract</b> | October 7, 2015, through June 30, 2023  | <b>\$9,170,943.23</b>  |
| <b>Amendment # 1</b>                 | <b>Amendment 01</b>      | G&C approval date through June 30, 2023 | <b>\$0.00</b>          |
| <b>Amendment # 2</b>                 | <b>Amendment 02</b>      | G&C approval date through June 30, 2026 | <b>\$5,071,616.51</b>  |
| <b>Amendment # 3</b>                 | <b>Amendment 03</b>      | G&C approval date through June 30, 2026 | <b>\$5,900,404.00</b>  |
| <b>Amendment # 4</b>                 | <b>Amendment 04</b>      | G&C approval date through June 30, 2026 | <b>\$200,994.90</b>    |
| <b>Amendment # 5</b>                 | <b>Amendment 05</b>      | G&C approval date through June 30, 2029 | <b>\$3,850,106.37</b>  |
| <b>CONTRACT TOTAL</b>                |                          |   | <b>\$24,194,065.01</b> |


7. Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This Contract Amendment 5 shall take effect upon the approval date it is approved by the G&C.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the date of their respective signatures set forth below.

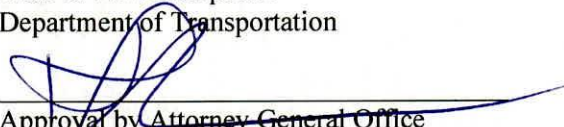
  
 \_\_\_\_\_  
 JB Kendrick  
 President  
 Kapsch TrafficCom USA, Inc.

Date: 04/08/2026



  
 \_\_\_\_\_  
 David Rodrigue, P.E.  
 Commissioner  
 State of New Hampshire  
 Department of Transportation


Date: 4/13/2026

  
 \_\_\_\_\_  
 Approval by Attorney General Office

Date: 4/27/26

\_\_\_\_\_  
 Approval by the Governor and Council

Date: \_\_\_\_\_

Initial all pages  
 Kapsch TrafficCom USA, Inc. Initials 

**Kapsch TrafficCom USA, Inc.**

**Officer's Certificate of Authority**

The Corporate Secretary of Kapsch TrafficCom USA, Inc., a Delaware Corporation (the "Company") hereby certifies, as of the date hereof, as follows:

1. I am the duly elected, qualified Corporate Secretary of the Company, and am familiar with the facts herein certified with respect to the Company and am duly authorized to certify the same with respect to the Company.

2. I have reviewed the Resolutions of the Company and confirm that the Officers of the Company, JB Kendrick, Brian Tom, Phil Thompson, Sarah Moore, Frank Meehan, and Janet Eichers are each authorized individuals to sign and bind the Company to all obligations under contracts on behalf of the Company:

| Name          | Position  |
|---------------|---|
| JB Kendrick   | President   |
| Brian Tom     | Chief Financial Officer                                 |
| Phil Thompson | Senior Vice President, Sales, and Business Development  |
| Sarah Moore   | Chief Transformation Officer                            |
| Frank Meehan  | Senior Vice President, Customer Relationship Management |
| Janet Eichers | Senior Vice President, General Counsel, Secretary       |

IN WITNESS OF, I have hereunto set my hand as of the 8th day of April 2026



Corporate Seal

Janet L. Eichers Secretary  
Kapsch TrafficCom USA, Inc.

# State of New Hampshire

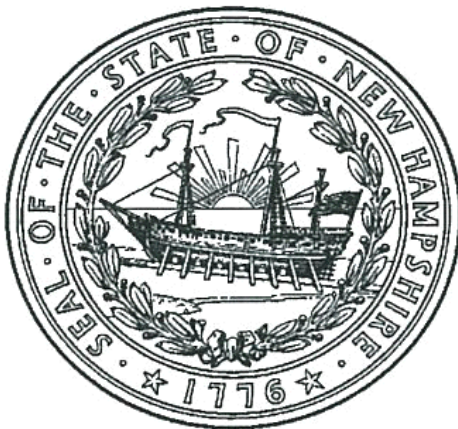
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that KAPSCH TRAFFICOM USA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 07, 2002. 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: **400075**

Certificate Number: **0007894112**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2026

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).

| <b>PRODUCER</b><br>Marsh & McLennan Agency LLC<br>309 Webster Street<br>Dayton OH 45402                     | <b>CONTACT NAME:</b> Kelly Zullo<br><b>PHONE (A/C, No. Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> Kelly.Zullo@marshmma.com  |                               |        |  |       |   |       |  |       |  |       |                                       |       |  |
|---|---|-------------------------------|--------|--|-------|---|-------|--|-------|--|-------|---------------------------------------|-------|--|
|   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : XL INSURANCE AMERICA, INC.</td> <td>24554</td> </tr> <tr> <td>INSURER B : National Union Fire Ins Co PittsburghPA</td> <td>19445</td> </tr> <tr> <td>INSURER C : Atlantic Specialty Insurance C</td> <td>27154</td> </tr> <tr> <td>INSURER D : Allianz Underwriters Insurance</td> <td>22829</td> </tr> <tr> <td>INSURER E : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER F : OBI National Insurance Company</td> <td>14190</td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : XL INSURANCE AMERICA, INC. | 24554 | INSURER B : National Union Fire Ins Co PittsburghPA | 19445 | INSURER C : Atlantic Specialty Insurance C | 27154 | INSURER D : Allianz Underwriters Insurance | 22829 | INSURER E : Federal Insurance Company | 20281 | INSURER F : OBI National Insurance Company |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |  |       |   |       |  |       |  |       |                                       |       |  |
| INSURER A : XL INSURANCE AMERICA, INC.  | 24554   |                               |        |  |       |   |       |  |       |  |       |                                       |       |  |
| INSURER B : National Union Fire Ins Co PittsburghPA   | 19445   |                               |        |  |       |   |       |  |       |  |       |                                       |       |  |
| INSURER C : Atlantic Specialty Insurance C  | 27154   |                               |        |  |       |   |       |  |       |  |       |                                       |       |  |
| INSURER D : Allianz Underwriters Insurance  | 22829   |                               |        |  |       |   |       |  |       |  |       |                                       |       |  |
| INSURER E : Federal Insurance Company   | 20281   |                               |        |  |       |   |       |  |       |  |       |                                       |       |  |
| INSURER F : OBI National Insurance Company  | 14190   |                               |        |  |       |   |       |  |       |  |       |                                       |       |  |
| <b>INSURED</b><br>Kapsch Trafficcom Holding II US Corp<br>2855 Premiere Parkway, Suite F<br>Duluth GA 30097 | KAPSCTRAFF  |                               |        |  |       |   |       |  |       |  |       |                                       |       |  |

**COVERAGES**

CERTIFICATE NUMBER: 310687433

REVISION NUMBER:

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


| INSR LTR    | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER                         | POLICY EFF (MM/DD/YYYY)          | POLICY EXP (MM/DD/YYYY)          | LIMITS  |
|-------------|---|-----------|----------|---------------------------------------|----------------------------------|----------------------------------|---|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 100,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y         | Y        | US00109972LI25A                       | 7/1/2025                         | 7/1/2026                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C           | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> PD  | Y         | Y        | 711018501                             | 7/1/2025                         | 7/1/2026                         | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$ 150,000<br>\$   |
| A           | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  | Y         | Y        | US00109973LI25A                       | 7/1/2025                         | 7/1/2026                         | EACH OCCURRENCE \$ 9,000,000<br>AGGREGATE \$ 9,000,000<br>\$  |
| F           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | 406049889                             | 7/1/2025                         | 7/1/2026                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| D<br>B<br>E | Cyber<br>2nd Layer Excess 6M xs 9M<br>Crime   |           |          | USF00987125<br>087710205<br>J06725533 | 7/1/2025<br>7/1/2025<br>8/1/2025 | 7/1/2026<br>7/1/2026<br>8/1/2026 | Limit<br>Limit<br>Limit<br>10,000,000<br>6,000,000<br>5,000,000   |

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

Policies evidenced herein include the following Named Insureds:

Kapsch TrafficCom Holding Corp.  
 Kapsch Trafficcom Inc.  
 Kapsch TrafficCom USA, Inc.  
 KTC Services USA  
 Streetline, Inc.  
 Proof of Insurance Only with respects to operations of the Named Insured.  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| NHDOT - Bureau of Turnpikes<br>PO Box 2950<br>Concord NH 03302-2950<br>United States | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

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## ADDITIONAL REMARKS SCHEDULE

|                                       |           |  |  |
|---------------------------------------|-----------|--|--|
| AGENCY<br>Marsh & McLennan Agency LLC |           | NAMED INSURED<br>Kapsch Trafficcom Holding II US Corp<br>2855 Premiere Parkway, Suite F<br>Duluth GA 30097 |  |
| POLICY NUMBER                         |           | EFFECTIVE DATE:  |  |
| CARRIER                               | NAIC CODE | (Empty)  |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25    FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The following are additional insured for General Liability where required by written contract or agreement subject to the provisions and limitations of the policy(ies) per policy terms and conditions:  
 State of New Hampshire, department of Transportation is included as Additional Insured with respects to the above General Liability when required by written contract.



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
4/2/2026

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.

|  |  |  |        |
|--|--|--|--------|
| PRODUCER<br>Marsh & McLennan Agency LLC<br>309 Webster Street<br>Dayton OH 45402                     | CONTACT NAME: Kelly Zullo                | FAX (A/C, No):                           |        |
|  | PHONE (A/C, No, Ext):                    | E-MAIL ADDRESS: kelly.zullo@marshmma.com |        |
| INSURED<br>Kapsch Trafficcom Holding II US Corp<br>2855 Premiere Parkway, Suite F<br>Duluth GA 30097 | PRODUCER CUSTOMER ID: KAPSCTRAFF         | INSURER(S) AFFORDING COVERAGE            | NAIC # |
|  | INSURER A: Travelers Casualty and Surety |  | 19038  |
|  | INSURER B:                               |  |        |
|  | INSURER C:                               |  |        |
|  | INSURER D:                               |  |        |
|  | INSURER E:                               |  |        |

COVERAGES      CERTIFICATE NUMBER: 338445704      REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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   | POLICY NUMBER      | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY  | LIMITS        |
|----------|---|--------------------|------------------------------------|-------------------------------------|-------------------|---------------|
|          | <input type="checkbox"/> PROPERTY                                 |                    |                                    |                                     | BUILDING          | \$            |
|          | <input type="checkbox"/> CAUSES OF LOSS                           |                    |                                    |                                     | PERSONAL PROPERTY | \$            |
|          | <input type="checkbox"/> DEDUCTIBLES                              |                    |                                    |                                     | BUSINESS INCOME   | \$            |
|          | <input type="checkbox"/> BASIC                                    |                    |                                    |                                     | EXTRA EXPENSE     | \$            |
|          | <input type="checkbox"/> BROAD                                    |                    |                                    |                                     | RENTAL VALUE      | \$            |
|          | <input type="checkbox"/> SPECIAL                                  |                    |                                    |                                     | BLANKET BUILDING  | \$            |
|          | <input type="checkbox"/> EARTHQUAKE                               |                    |                                    |                                     | BLANKET PERS PROP | \$            |
|          | <input type="checkbox"/> WIND                                     |                    |                                    |                                     | BLANKET BLDG & PP | \$            |
|          | <input type="checkbox"/> FLOOD                                    |                    |                                    |                                     |                   | \$            |
|          | <input type="checkbox"/> INLAND MARINE                            | TYPE OF POLICY     |                                    |                                     |                   | \$            |
|          | <input type="checkbox"/> CAUSES OF LOSS                           |                    |                                    |                                     |                   | \$            |
|          | <input type="checkbox"/> NAMED PERILS                             | POLICY NUMBER      |                                    |                                     |                   | \$            |
|          | <input type="checkbox"/> CRIME                                    |                    |                                    |                                     |                   | \$            |
|          | <input type="checkbox"/> TYPE OF POLICY                           |                    |                                    |                                     |                   | \$            |
|          | <input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN |                    |                                    |                                     |                   | \$            |
| A        | Installation Floater  | QT6601798N992TIL25 | 7/1/2025                           | 7/1/2026                            | X \$2,000,000     | \$ Limit      |
|          |   |                    |                                    |                                     | X \$25,000        | \$ Deductible |

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Proof of Insurance Only with respects to operations of the Named Insured.

## CERTIFICATE HOLDER

## CANCELLATION

NHDOT - Bureau of Turnpikes  
PO Box 2950  
Concord NH 03302-2950  
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Michelle Stevens

Marsh McLennan Agency  
6279 Tri-Ridge Boulevard, Suite 40  
Loveland, OH 45140  
T +1 513 8463356  
Michelle.stevens@marshmma.com

May 05, 2026

Raquel Matthyse  
Kapsch Trafficcom Holding II US Corp  
2855 Premiere Parkway, Suite F  
Duluth GA 30097

Subject: Professional Liability - Tech E&O

Raquel,

As requested, the professional services that Kapsch provides are specifically technology services. Your current policy covers professional liability for these services, subject to policy conditions and exclusions. Below are relevant clauses regarding the professional liability coverage.

**The professional services offered by Kapsch fit the definition of “Technology Services” under the policy, which is:**

YY. Technology Services

Any computer, cloud computing, information technology, telecommunication, electronic services and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), computer systems analysis, computer consulting and training, programming, computer systems installation, management, repair, and maintenance, network design and Internet service.

**A professional error & omission, for the purposes of this policy and in light of the nature and scope of Kapsch’s work, is outlined in the policy definition of a “Technology Wrongful Act,” which is:**

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#### WW. Technology Wrongful Act

1. Any of the following in rendering or failing to render **technology services**:
  - (a) act, error, omission, neglect, negligent misrepresentation or breach of duty;
  - (b) injury to a person arising out of defamation, including libel, slander, or other defamatory or disparaging statements or materials;
  - (c) infringement of an intellectual property right except as otherwise excluded in Exclusion V.L. Patent and Exclusion V.M. Trade Secrets; or
2. Failure of **technology products** to perform the intended function or serve their intended purpose; or
3. Failure of **technology services** or **technology products** to meet any applicable legal or industry standard concerning quality, safety or fitness for a particular purpose.

**Such professional liability is covered under this policy subject to policy conditions and exclusions, as outlined in the Insuring Agreements:**

#### I. Insuring Agreements

---

##### A. Third Party Liability Coverages

The **Insurer** will pay on behalf of an **Insured claim expenses** and **damages** in excess of the applicable retention that the **Insured** is legally obligated to pay as the result of a **claim** first made against the **Insured** during the **policy period** or Extended Reporting Period (if applicable) alleging a:

1. Technology Products and Services  
**technology wrongful act**;

Regarding general liability coverage, Kapsch's General Liability policy limits are currently \$1,000,000 per occurrence, \$2,000,000 annual aggregate. This policy is supplemented in limits by both the Umbrella Liability (\$9,000,000) and Excess Liability (6,000,000) policies currently carried by Kapsch.

Sincerely,

Michelle Stevens, CIC

Senior Account Manager

513-846-3356

Michelle.stevens@marshmma.com