

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between JACOBS ENGINEERING GROUP INC., a Delaware corporation ("Engineer") with a place of business at \_\_\_\_\_, and the Rhode Island Turnpike and Bridge Authority, a body corporate and politic created under Title 24, Chapter 12, of the Rhode Island General Laws, as amended, with a place of business at One East Shore Road, Jamestown, Rhode Island 02835 ("Client"). Engineer and Client are sometimes hereinafter referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on or about February 16, 2010, Client issued a Request for Qualification (RFQ) for "On-Call Toll Consulting Services; and

WHEREAS, Engineer is a full service engineering firm with professional engineers possessing substantial experience and expertise with respect to recurring and nonrecurring traffic analysis and reporting services correlating to demand, operation and revenue venues; and

WHEREAS, Engineer submitted its Statement of Qualifications (SOQ) to Client on or about March 1, 2010 pursuant to the terms of the RFQ; and

WHEREAS, Client is desirous of engaging Engineer for the purposes of providing toll consulting services pursuant to the terms of the RFQ and this Agreement ("Services").

NOW THEREFORE, the Parties hereto do mutually agree as follows:

Section 1. Services and Authorization.

1.01 Engineer shall provide Services to Client on an "as needed basis." Services are limited to the scope of work assigned to Engineer by Client as further described in Exhibit A of this Agreement ("Scope").

1.02 Engineer shall provide Services in accordance with the Scope as authorized from time to time by written work authorization issued by Client and accepted in writing by Engineer. Client shall issue a written work authorization describing the required Services to be performed by Engineer which shall include a schedule for completion of the Services, the method of pricing and/or compensation for Services (if different from the method under Section 4 below), and such other matters as may be pertinent to work to be performed ("Work Authorization"). The Parties hereby acknowledge and agree that to the extent that any terms contained in the Work Authorization are ambiguous or inconsistent with the terms of this Agreement the terms of this Agreement shall govern the obligations of the Parties.

Section 2. Responsibilities of Client. Client shall provide Engineer, upon request, with all relevant documents, data or information necessary for Engineer to perform the Services

required pursuant to the terms of this Agreement. In the event Engineer requires access to Client owned property in order to perform the Services, Client shall provide and coordinate such access on an as needed basis.

Section 3. Term.

3.01 The term of this Agreement shall be for a period of five (5) years, commencing on the date of execution of this Agreement and expire \_\_\_\_\_ (“Term”).

3.02 The Term may be extended from time to time at the sole discretion of the Client.

Section 4. Compensation and Payments.

4.01 Unless a Work Authorization specifies otherwise, Engineer shall be compensated on a time and expense basis in accordance with the terms outlined in Exhibit B of this Agreement which are incorporated by reference.

4.02 Engineer acknowledges and agrees that it is Engineer’s sole responsibility for the accuracy and timely submission of invoices submitted for the Services performed. Engineer shall submit all invoices to Client at Client’s principal office on a monthly basis addressed to Client’s authorized representative. Each invoice submitted by Engineer shall reference the Agreement and describe in detail the Services performed, reimbursable costs incurred and time frame Services were performed. Client shall make payments with respect to properly submitted invoices within twenty (20) days from the date the invoices are received by Client. All payments to Engineer will be made by electronic funds transfer to the bank and account designated in the invoice.

Section 5. Performance of Services.

5.01 Engineer shall perform all Services in a timely manner and consistent with applicable professional standards currently recognized by the engineering profession.

5.02 Engineer shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing the Services. In the event that Engineer, for any reason, does not comply with applicable professional standards, Engineer shall immediately and without additional compensation, promptly correct or revise any errors or deficiencies in its services which are the result of the Engineer’s failure to apply the standard of care required to perform the Scope of Services described in this Agreement.

Section 6. Changes in Scope of Services. Client may, from time to time, modify the Scope of Services required pursuant to this Agreement or Work Authorization. In the event Client notifies Engineer of its desire to modify the Scope of Services and such change causes a change in the costs of performing said Services, Engineer shall, within ten (10) working days after receiving such notice, provide Client with a request for a modification in the payment schedule which must be approved by Client prior to performing the modified Service. Equitable adjustments to price and time of performance resulting from changes to the Scope of Services shall be negotiated in good faith by the Parties. Upon mutual agreement by the Parties, the Work

Authorization shall be modified by written instrument signed by both Parties to reflect such changes in the Scope of Services, price and/or schedule. Engineer shall not be entitled to additional compensation for the performance of any supplemental services outside the Scope of Services which are not otherwise authorized by the Client under this section.

Section 7. Termination.

7.01 Client and Engineer may terminate this Agreement at any time during the Term upon providing written notice of said termination at least ten (10) days prior to the specified effective date of such termination.

7.02 Client acknowledges and agrees that all documentation in whatever form prepared by Engineer is the property of Client and in the event of termination or at the end of the Term of this Agreement, Engineer shall promptly deliver said documentation to Client. Engineer shall be entitled to compensation for work performed through the date of termination in accordance with Section 4 of this Agreement; provided, however, in no event shall Client be responsible for any claims by Engineer of lost profit or anticipated profit.

7.03 In the event that either party is in default of the material terms of this Agreement and said default has not been remedied within five (5) business days of receipt of said notice of default, the non-defaulting party may terminate this Agreement.

Section 8. Warranty/Damages

8.01 Engineer warrants that all Services performed hereunder shall be in accordance with generally accepted engineering standards in the industry ("Warranty"). Following the completion of Services, and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the Warranty, Engineer shall, at no cost to Client, correct all work performed and furnish all remedial engineering, design or consulting Services required in connection therewith as soon as reasonably possible following the notification from Client.

8.02 All representations and warranties provided by Engineer in connection with the Services shall survive the termination of this Agreement. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.

8.03 Neither party shall have any liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue, or profit, or facility downtime, or other similar interruption losses, however the same may be caused. This limitation shall apply regardless of the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence) strict liability, or otherwise of a party, its employees, or subconsultants.

Section 9. Indemnification.

9.01 Engineer shall indemnify and hold harmless, Client, its employees, its officers,

directors, employees, including the executive director, agents and invitees from and against any and all claims, damages, causes of action, losses, liabilities, expenses and costs, including, reasonable attorneys' fees and costs, which Client, its officers, directors, employees, agents and/or invitees suffer or incur as a result of any act or omission of the Engineer, its officers, directors, employees, agents, sub-consultants or subcontractors.

9.02 Client shall hold harmless and indemnify Engineer, its officers, directors, employees, agents and invitees from and against any and all claims, damages, causes of action, losses, liabilities, expenses and costs, including, without limitation, reasonable attorneys' fees and costs, which Engineer, its officers, directors, employees, agents, and/or invitees suffer or incur as a result of any act or omission of Client, its officers, directors, employees, agents, consultants or contractors.

Section 10. Insurance.

10.01 During the term of this Agreement, Engineer shall be required, at its sole expense, to secure and maintain liability insurance in accordance with this Section 10.

10.1.1 Workers' Compensation Insurance. Engineer shall secure and maintain during the term of this Agreement workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which the Services are to be performed.

10.1.2 Employer's Liability Insurance. Engineer shall secure and maintain during the term of this Agreement employer's liability insurance with limits in the minimum amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars.

10.1.3 General Liability Insurance. Engineer shall secure and maintain during the term of this Agreement comprehensive general liability insurance, subject to One Million (\$1,000,000.00) Dollars annual aggregate for bodily injury and property damage.

10.1.4 Automobile Liability Insurance. Engineer shall secure and maintain during the term of this Agreement automobile liability insurance, including owned, hired and non-owned vehicles, subject to a limit for bodily injury and property damage combined, of at least One Million (\$1,000,000.00) Dollars per occurrence.

10.02 Engineer shall furnish Client, upon request, certificates of insurance evidencing the insurance coverages required in this Section 10. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will provide the Client with thirty (30) days' prior written notice.

Section 11. Personnel. Engineer agrees that during Engineer's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of the Services. All personnel employed or engaged by the Engineer shall possess the necessary skills for performance under this Agreement. Client shall have the right to review the personnel assigned by Engineer, and Engineer shall remove, without cost to Client, any personnel deemed unacceptable to Client.

Engineer may remove personnel assigned to a Work Authorization without Client's prior approval, provided that such removal does not unreasonably impair the progress of the Services. Engineer shall at all times enforce proper discipline and good order among the personnel under its control or supervision.

Section 12. Ownership of Instruments of Service and Data.

12.01 Client agrees to defend, indemnify and hold harmless Engineer, its employees, its officers, directors, employees and agents from and against any claims resulting from re-use of the design data, drawings, estimates, calculations, specifications, etc. prepared by Engineer ("Instruments of Service") on extensions of the project or at a location other than that contemplated by the purchase order. Client hereby agrees that should Client re-use the Instruments of Service at another location, the Instruments of Service should be reviewed and sealed by Client or an engineer licensed in the jurisdiction where the Instruments of Service are sought to be re-used.

12.02 Upon the expiration or earlier termination of this Agreement, Engineer shall immediately deliver any and all Instruments of Service to Client. Engineer, at its own expense, may retain one complete set of reproducible copies of any Instruments of Service it has furnished to Client.

Section 13. Records/Audits.

13.01 Engineer shall maintain complete and accurate books, documents, papers, accounting records and other evidence with respect to allowable costs incurred and manpower expended under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles consistently applied and shall be clearly identified and readily accessible.

13.02 Engineer shall provide access during regular business hours to authorized representatives of Client to such data and records, and the right to inspect and audit all data and records of the Engineer relating to the performance of services under the Agreement.

13.03 Engineer shall maintain transcripts relating to inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement.

Section 14. Permits and Licenses. Engineer hereby certifies that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

Section 15. Adherence to Laws. Engineer shall at all times adhere to federal, state and local laws, rules, regulations and ordinances applicable to performance of the Services hereunder including, without limitation, all applicable provisions of federal and state law relating

to equal employment opportunity and non-discrimination.

Section 16. Conflict of Interest. Engineer hereby certifies that to the best of its knowledge no Client employee or office of any public agency interested in the Agreement has any pecuniary interest in the business of the Engineer and that no person associated with the Engineer has any interest that would conflict in any manner or degree with the performance of the Agreement.

Section 17. Contingent Fees. Engineer hereby covenants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Client shall have the right to terminate this Agreement immediately without liability.

Section 18. Certification or Sealing of Instruments of Service By Professional Engineer. All specifications, drawings and other engineering documents that are prepared by Engineer shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

Section 19. Assignability. Engineer shall not assign this Agreement or any interest in the Agreement and shall not transfer any interest in the same, whether by assignment or novation.

Section 20. Force Majeure. Any delays in or failure of performance by Engineer or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Engineer, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Engineer respectively. In the event that any event of force majeure as herein defined occurs, Engineer shall be entitled to a reasonable extension of time as agreed upon mutually by the Parties for performance of its Services under the affected Work Authorization.

Section 21. Project Delay. If a Work Authorization requires Services under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and the Engineer's work on any phase of the Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Engineer, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted by mutual agreement of the Parties.

Section 22. Miscellaneous.

22.01 Notices. Any notice or communication required in writing hereunder shall be given by registered, certified, or first class mail (postage required), TWX, telex, or telecopy addressed to the party at its address set forth below. Communications by TWX, telex, or telecopy shall be confirmed by depositing a copy on the same day with the U.S. Post Office for transmission by registered, certified, or first class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice. Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

If to Client: Rhode Island Turnpike and Bridge Authority  
One East Shore Road  
P.O. Box 437  
Newport/Pell Bridge Administration Building  
Jamestown, Rhode Island 02835  
Attention: Buddy J. Croft  
Executive Director

If to Consultant: JACOBS ENGINEERING GROUP INC.  
110 North Glebe Road  
Arlington, VA 22201  
Attention: Brian Scher, Corporate Counsel

22.02 Rules and Regulations. Engineer, any subcontractors and/or any subconsultants hereunder are required to comply with all of the rules and regulations promulgated by Client in effect from time to time.

22.03 Confidentiality. Engineer hereby agrees to maintain the confidentiality of all data, records and information relating to the Scope of Services and shall not, directly or indirectly, use, exploit, or disclose to any third party, or use for its own benefit or the benefit of any third party, any proprietary or confidential information for any reason or purpose whatsoever, now or at anytime in the future.

22.04 Independent Contractor. The Engineer shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent or employee of Client. This Agreement is not intended to be one of hiring under the provisions of any workers' compensation statute or other law and shall not be so construed.

22.05 Entire Agreement; Amendment. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement. No provision of this Agreement may be modified, altered or amended except in a writing executed by both Client and Engineer. In the event of any inconsistency between this Agreement and any amendment, the terms of such amendment will govern.

22.06 Waiver. Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

22.07 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbitrator agreed upon by the parties, or if no single arbitrator can be agreed upon, an arbitrator or arbitrators shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

22.08 Jurisdiction and Venue. Any action, suit or proceeding arising out of, under or in connection with this Agreement not otherwise submitted to arbitration shall be brought and determined in the appropriate federal or state court in the State of Rhode Island and in no other forum. The Parties hereby irrevocable submit to the jurisdiction of any such state court or federal court having jurisdiction in Providence County, Rhode Island, in any such suit, action or proceeding arising out of or relating to this Agreement. Each Party hereby waives, to the extent permitted by law, its right to a trial by jury for any such suit, action or proceeding arising out of or related to this Agreement.

22.09 Successors and Assigns. This Agreement, and all of the rights, benefits, duties, liabilities and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, Client and Engineer and their respective successors and assigns.

22.10 Governing Law. The Parties hereby agree that the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to the conflicts of law rules of such state.

22.11 Severability. The provisions of this Agreement are severable and in the event any provision of this Agreement shall be found by any court to be unenforceable, in whole or in part, the remainder of this Agreement shall nonetheless remain enforceable and binding upon the Parties.

22.12 Rights and Remedies. The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the Services performed by Engineer hereunder, are the exclusive remedies of the Parties.

22.13 No Solicitation. Engineer and Client agree not to solicit each other's employees without first obtaining the prior written consent of the non-soliciting party.

22.14 Titles and Captions. All section titles or captions contained in this Agreement are

for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement.

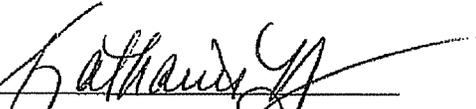
22.15 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written.

ENGINEER:

JACOBS ENGINEERING GROUP INC.

By:   
Name: Katharine D. Miles  
Title: Vice President

CLIENT:

RHODE ISLAND TURNPIKE & BRIDGE  
AUTHORITY

By:   
Buddy J. Croft  
Executive Director

## EXHIBIT A

### SCOPE OF SERVICES

The scope of services under this on-call contract will be administered by the Client in the form of Work Authorizations. Throughout the contract term the Engineer may be called upon to perform tasks for the Client that include, but not limited to, the following:

- Toll system assessment and needs analysis;
- Toll system conceptual planning;
- Violation/Video Enforcement;
- Tolling operations and policy analysis;
- Cost Estimating and analysis;
- Toll facility design and engineering;
- Toll system procurement support;
- Toll system design support and review;
- Toll system deployment and testing;
- Rate structure analysis;
- Traffic Analysis;
- Parking Access and Revenue Control (PARCS) leveraging E-ZPass;
- Way finding and signage;
- On-going system performance audit and maintenance oversight; and
- Other toll related support services.

Work Authorizations will be developed and executed between the Client and the Engineer in the following manner:

1. Scope of Service – The Client will initially work with the Engineer, or on its own, to develop a scope of service specific to the Work Authorization. A draft scope will be developed and agreed to by both the Client and the Engineer.
2. Fee Estimate – In a parallel effort an estimated fee will also be developed for the corresponding Work Authorization's scope of services.
3. Work Authorization Execution – Work Authorizations will be issued to the Engineer by the Client for signature. Engineer shall sign and return the Work Authorization within seven (7) business days.

Work Authorizations will be executed by the Client in sequential order first beginning with the Work Authorization number and then brief title.

## EXHIBIT B

### COMPENSATION

<b>Hourly Rate Schedule</b>				
<b>Employee</b>	<b>Direct Labor Rate</b>	<b>Overhead 123.26%</b>	<b>Profit 10%</b>	<b>Total Billing Rate</b>
Project Executive	\$90.00	\$110.93	\$20.09	\$221.03
Project Manager	\$72.64	\$89.54	\$16.22	\$178.39
Senior Engineer	\$75.00	\$92.45	\$16.74	\$184.19
Engineer	\$55.00	\$67.79	\$12.28	\$135.07
Junior Engineer	\$35.00	\$43.14	\$7.81	\$85.96
Modeler	\$60.00	\$73.96	\$13.40	\$147.35
Technician	\$25.00	\$30.82	\$5.58	\$61.40

Rhode Island Turnpike and Bridge Authority  
On-Call Toll Consulting Services  
Contract No. 10-5

Work  
Authorization  
#1

General Toll Consulting Oversight Services

Date:  
September 2, 2010

## SCOPE

The efforts and tasks described under this Work Authorization shall intend to provide to the Rhode Island Turnpike and Bridge Authority (RITBA) with general toll consulting services. These general services shall be provided to support the RITBA in its day to day toll planning and operations. It is expected that the specific tasks involved under this Work Authorization will include:

### **Task 1 – Meetings and General Requests for Information**

The purpose of this task is to provide a means for the RITBA to call upon Jacobs toll support services on an as needed basis. It is expected that this task would cover such activities as periodic requests from the RITBA to attend meetings, teleconferences, and presence at other engagements as may be requested by the RITBA. Additionally this task may cover requests from the RITBA for informational request and ad-hoc data gathering related toll operations.

### **Task 2 – Toll System Performance and Improvement Analysis**

Under this task Jacobs will provide support services related to evaluating the performance of the current E-ZPass system. Specifically efforts will focus on current system effectiveness and possible introduction of additional tolling technologies.

### **Task 3 – Monthly Traffic and Revenue Update**

A monthly traffic and revenue analysis memo (report), to be provided by the second Friday of each calendar month. The memo will discuss traffic and revenue patterns and trends, and the possible reasons for variances relative to the economy, holidays, employment, the weather, gas prices, construction projects, changing traffic patterns in the area, and other factors that influence traffic and revenue numbers.

## SCHEDULE



The expected duration of this Work Authorization will be for twelve (12) months from execution.

**FEE**

The fee for this Work Authorization is estimated at \$115,348.00. A breakdown of the fee schedule by personnel and task has been provided in Exhibit A.

Approved EFL  
9/17/2020

The expected duration of this Work Authorization will be for twelve (12) months from execution.

**FEE**

The fee for this Work Authorization is estimated at \$115,348.00. A breakdown of the fee schedule by personnel and task has been provided in Exhibit A.

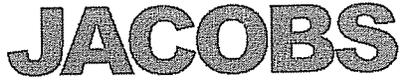
Approved EJC

9/17/2010

*[Signature]* Vice President  
NAME

10/11/2010  
DATE





6688 N. Central Expressway  
 Dallas, TX 75206  
 214-424-8528

## Transmittal

**Date** October 11, 2010 **From** Katie Nees  
**Attention** Buddy Croft, Executive Director **Project No.**  
**Firm or Agency** Rhode Island Turnpike and Bridge Authority  
 One East Shore Road  
 P.O. Box 437  
 Jamestown, RI 02835-0437 **Copies to**

THE FOLLOWING IS TRANSMITTED

- Herewith  
 Under Separate Cover

COPIES	DATE	DESCRIPTION
2		WA #1 General Toll Consulting Oversight Services

**Remarks:**

Enclosed please find two executed copies of the WA #1 for General Toll Consulting Oversight Services..

Enclosures/Attachments		Action Requested	
<input type="checkbox"/> Letter	<input type="checkbox"/> Sample	<input type="checkbox"/> Resubmit	<input type="checkbox"/> For Your Approval
<input type="checkbox"/> Contract Documents	<input type="checkbox"/> Clarification Drawings	<input type="checkbox"/> For Your Review	<input type="checkbox"/> Reply ASAP
<input type="checkbox"/> Sketch	<input type="checkbox"/> Print	<input type="checkbox"/> Information Only	<input type="checkbox"/> For Your Signature
<input type="checkbox"/> Modification Drawings	<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Your Information and File	<input type="checkbox"/> Other
<input type="checkbox"/> Report	<input type="checkbox"/> Other	<input type="checkbox"/> Please Comment	

Rhode Island Turnpike and Bridge Authority  
On-Call Toll Consulting Services  
Contract No. 10-5

Work  
Authorization  
#2

Back Office Procurement Support

Date:  
March 24, 2011

## SCOPE

Work Authorization #2 shall include all efforts necessary in support of procuring and implementing a new E-ZPass Back Office Provider. Under this scope Jacobs will provide support and assistance in developing a Request For Proposal (RFP) for back office E-ZPass processing, vendor selection support and implementation oversight.

It is expected that the specific tasks involved under this Work Authorization will include:

### **Task 1 – Needs Assessment**

As a preliminary step in development of an RFP Jacob's staff will conduct a brief needs assessment with RITBA to ensure that all objectives of the new back office are identified and ultimately accommodated in the RFP. Additionally Jacob's staff will also work with RITBA personnel to identify any areas of concern, deficiencies, and or qualities that need to be address or maintained in the new back office.

During the needs assessment It is also expected that a good deal of emphasis will be placed on determining violation processing business rules, functionality and requirements as this may be an addition to the current operations at the back office.

Jacobs anticipates one to two meetings with RITBA to discuss potential needs and document them in a matrix format for tracking resolution.

### **Task 2 – RFP Development**

In conjunction with performing the needs assessment Jacobs will also begin development of a draft RFP for internal review and comment. The first draft will incorporate any issues, concerns and or requirements that are identified during the needs assessment. Once the first draft RFP has been submitted Jacobs will schedule a review meeting to discuss any comments. Once the review has been

completed Jacobs will revise the RFP into a Final Draft. The Final Draft will be submitted again for review and comment. Based on any feedback or comments the RFP will be finalized and prepared for advertisement.

It is expected that two trips for two people each would be required during this task.

### **Task 3 – Bid Preparation Support**

Once the RFP has been release Jacobs will be prepared to assist during the bid preparation process including preparation for a pre-bid meeting, formulating responses to inquiries during the Q&A period and preparation of any addendum material as needed.

Once proposals are received Jacobs will also assist in the evaluation of vendor proposals and provide input to RITBA during the selection process. Jacobs will also assist during any vendor interviews if so directed by RITBA.

Lastly Jacobs will provide support during any negotiation sessions with the preferred vendor leading up to and issuance of a Notice to Proceed (NTP).

It is expected that two trips for two people each would be required during this task.

### **Task 4 – Implementation Oversight**

Once a contract has been executed and a NTP issued to the back office vendor Jacobs will begin oversight support in implementing a new E-ZPass back office. Efforts under this task will begin with design oversight and follow through to operational performance testing under live conditions. It is anticipated that the implementation phase would be accomplished under the following subtasks:

#### **Task 4A – Design and Development**

This subtask will involve the oversight of the vendor's efforts in designing a back office platform for the RITBA. Jacobs will provide input ensuring that the back office is designed to meet all functionalities and requirements as defined by the RFP and vendor proposal.

Jacobs will also provide input on design submittals during this effort and where needed direction to the RITBA and or the vendor as well.

Once the design has been finalized and approved by RITBA Jacobs will provide oversight support during the vendor's development stage(s) of the back office, again ensuring that all requirements are fully met.

#### **Task 4B – Integration Testing and Transition**

As the development becomes complete Jacobs will work with the vendor to begin testing of the back office and transition of data from the current provider to the new back office.

Efforts under this task will include integration testing with the existing toll collection system, if necessary Inter-Agency Group (IAG) testing, and end to end testing prior to go-live. Once the back office has been approved and begins live operations Jacobs will also conduct a performance test observation of the back office for a period of ninety (90) days to confirm performance metrics are fulfilled.

### SCHEDULE

The estimated duration of this Work Authorization will be for fifteen (15) months from execution. Included as an attachment is a breakdown of the expected durations for each task described above.

### FEE

The fee for this Work Authorization is estimated at \$151,661. A breakdown of the fee schedule by personnel and task has been provided in Exhibit A.

Agreed:

Name: 

Title: Exec Director  
R1784

Date: 4/11/04

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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





2 Penn Plaza, Suite 603  
New York, NY 10121  
Ph: 1.212.944.2000  
Fax: 1.212.302.4645

Rhode Island Turnpike and Bridge Authority  
On-Call Toll Consulting Services  
Contract No. 10-5

Work  
Authorization  
#3

General Toll Consulting Oversight Services

Date:  
August 3, 2011

## SCOPE

The efforts and tasks described under this Work Authorization #3 are intended to provide the Rhode Island Turnpike and Bridge Authority (RITBA) with general toll consulting services. These professional services shall be provided by Jacobs to support the RITBA in its day to day toll planning and toll operations activities. It is anticipated that the specific tasks involved under this Work Authorization will include:

### **Task 1 – Meetings and General Requests for Information**

The purpose of this task is to provide a means for the RITBA to call upon Jacobs for engineering and consulting support services on an as needed basis. It is expected that this task would cover such activities as periodic requests from the RITBA to attend meetings, teleconferences, and presence at other engagements as may be requested by the RITBA. Additionally this task may cover requests from the RITBA for informational requests, ad-hoc data gathering related to toll operations and other engineering support services.

### **Task 2 – Toll System Performance and Improvement Analysis**

Under this task Jacobs will provide support services related to evaluating the performance of the current E-ZPass toll collection system. Specifically efforts will focus on maintaining and improving the current system effectiveness and possible introduction of additional or alternative tolling technologies.

### **Task 3 – Periodic Traffic and Revenue Update**

Provide periodic traffic and revenue update memos. These memos will discuss traffic and revenue patterns and trends, and the possible reasons for variances relative to the economy, holidays, employment, the weather, gas prices, construction projects, changing traffic patterns in the area, and other factors that influence traffic and revenue numbers.

### **Task 4 – ORT and Maintenance Services Procurement**

Task 4 will involve procurement support efforts for an Open Road Tolling (ORT) upgrade at the Pell Bridge. Under this procurement, services will also be solicited for the maintenance of the existing toll collection system. Procurement and oversight support will cover the following key efforts:

- **RFP Development** – This effort will involve the development of a Request For Proposal (RFP) document. The RFP will be developed to address both the procurement of an ORT upgrade as well as continued maintenance services of the existing toll collection system. The RFP will be written with the intention of soliciting a Vendor to provide structural design, toll plaza and toll system modifications required to facilitate a single lane ORT system in each direction. RFP language will also include provisions for the establishment of a utility building, parking and vehicle access on the eastbound side of the plaza. Additionally the RFP will request services for the continued maintenance of the existing toll collection system.

The RFP will be developed in two steps. Working with RITBA staff an initial draft RFP will be produced. This draft will be reviewed by both RITBA and Jacobs staff for comment. Based on these comments a final RFP will be developed for final review.

- **Bid Process Support** – Under this effort Jacobs will provide support in the bid letting process. Specifically Jacobs will assist in the advertisement of the RFP, support and participation in conducting a pre-bid meeting, response to questions, proposal reviews and if needed support during an contract negotiations.
- **Design and Development Oversight** – Design oversight support will be provided to ensure that the selected Vendor designs the ORT toll collection lane system, canopy modifications and utility building in accordance with the RFP and or Vendor's proposal. During this period it is envisioned that Jacobs will work closely with both the Vendor and RITBA staff via both direct in person meetings and/or teleconferences. Jacobs will also be directly involved with the design review process to provide guidance and comment where necessary to both the Vendor and RITBA.
- **Installation Oversight** – During the Vendor's installation efforts Jacobs will provide periodical site inspections of the work being completed. The site inspections will be performed with the intent of verifying that the Vendor's work is in compliance with the approved design and/or to identify any deficiencies in the work.

- **Testing and Commissioning** – Once installation of the ORT lane system is complete Jacobs will perform several levels of testing to ensure that the equipment has been installed properly and is functioning in accordance with the RFP requirements and subsequent design documents. Initial testing will involve individual lane testing where in-lane equipment is tested and verified at a basic functional level. A second phase of testing will include a larger sampling of controlled vehicle tests to verify the accuracy and performance of the new ORT system. This phase of testing will be used to determine the overall functionality and ability of the ORT lane system as well as validate the integration of the lane system with the existing Telvent Toll System Host. Validation of the integration will ensure that E-ZPass and violation transactions (including images) are properly transmitted to the Telvent Host and onto the CSC for processing.
- **Performance Evaluation** – Once all controlled testing has been successfully completed Jacobs will conduct an evaluation of the ORT lanes for a predefined period of 30 days. The performance evaluation will be conducted under normal revenue collection conditions with live traffic. The evaluation will focus on verifying that the system meets the minimum performance requirements of the RFP under live normal operating conditions. During this time any issues or items identified will be tracked via punch list and the status will be periodically reported on.

## **SCHEDULE**

The expected duration of Tasks 1 through 3 will be for 12 months from execution. Task 4 is estimated to be completed within 12 to 18 months allotting for additional time to close out any remaining Vendor contract issues.

## **FEE**

The total fee for this Work Authorization is estimated at \$314,172.00. A breakdown of the fee schedule by personnel and task has been provided in Exhibit A.

Agreed:

Name: Earl J. [Signature]

Title: Executive Director  
RITBA

Date: 8/5/2011

Name: Kathleen Kops

Title: Division Vice President Jacobs Engr. Group Inc

Date: 8/18/2011

Exhibit A  
 Estimated Cost Summary  
 RITBA On-Call Service - Work Authorization #3

Staff Category	Task 1		Task 2		Task 3		Task 4		Total	
	Hours	Salaries	Hours	Salaries	Hours	Salaries	Hours	Salaries		
Principal - Project Executive	80	\$7,200	12	\$1,080	12	\$1,080	60	\$5,400	164	\$14,760
Project Manager	160	11,622	40	2,906	0	0	324	23,535	524	\$38,063
Senior Engineer	80	6,000	64	4,800	80	6,000	240	18,000	464	\$34,800
Engineer II	40	2,200	8	440	60	3,300	242	13,310	350	\$19,250
Engineer I	45.00	1,080	0	0	24	1,080	230	10,350	278	\$12,510
Junior Engineer	35.00	0	0	0	0	0	80	2,800	80	\$2,800
Technician	25.00	1,200	0	0	0	0	0	0	48	\$1,200
<b>Total Hours</b>	432		124		176		1,176		1,908	
<b>Subtotal - Salary Costs</b>		\$29,302		\$9,226		\$11,460		\$73,395		\$123,383
<b>Overhead ( 123.26 percent of Salary)</b>		\$36,118		\$11,371		\$14,126		\$90,467		\$152,082
<b>Subtotal - Salary + Overhead</b>		\$65,421		\$20,597		\$25,586		\$163,862		\$275,466
<b>10%</b>		\$6,542		\$2,060		\$2,559		\$16,386		
<b>Labor + Overhead + Profit</b>		\$71,963		\$22,657		\$28,144		\$180,249		\$303,012
<b>Direct Costs</b>										
Travel		\$2,000		\$400		\$0		\$5,500		\$7,900
Subsistence		360		0		0		1,500		\$1,860
Report Printing / Reproduction		500		0		0		500		\$1,000
Telephone		200		0		0		200		\$400
<b>Subtotal - Direct Expenses</b>		\$3,060		\$400		\$0		\$7,700		\$11,160
<b>Total Estimated Work Authorization Cost</b>		\$75,023		\$23,057		\$28,144		\$187,949		\$314,172



2 Penn Plaza, Suite 603  
New York, NY 10121  
Ph: 1.212.944.2000  
Fax: 1.212.302.4645

Rhode Island Turnpike and Bridge Authority  
On-Call Toll Consulting Services  
Contract No. 10-5

Work  
Authorization  
#5

Sakonnet River Bridge Toll FEIS Reevaluation  
Support

Date:  
May 21, 2012

## SCOPE

Work Authorization #5 shall include all efforts necessary in supporting RIDOT and Commonwealth Engineers, inc., in their Sakonnet River Bridge ('Sakonnet') Toll FEIS Reevaluation. Under this scope Jacobs will complete studies of the financial feasibility and traffic diversions due to tolling the rebuilt Sakonnet River Bridge ('Sakonnet'). These results will be used in the Reevaluation of the Final Environmental Impact Statement ('FEIS').

Jacobs completed a feasibility-level Traffic and Revenue Study in February 2010 through RITBA for the Rhode Island Department of Transportation ('RIDOT'), estimating annual toll revenues, future traffic volumes, capital costs, and operating and maintenance ('O&M') costs for a tolled Sakonnet River Bridge. For this new study, Jacobs will conduct a full financial analysis building upon those previous estimates. We plan to supplement our database with current traffic counts, survey information, and socioeconomic data, and we will develop a more refined traffic and revenue model. Additionally, Jacobs will use the statewide model and available and surveyed information to develop estimates of toll-diverted volumes that will be used in the Reevaluation of the FEIS.

All work performed during this study will be managed under the following Work Tasks:

### **Task 1 – Kickoff Meeting**

Jacobs will meet with RIDOT, RITBA and Commonwealth Engineers upon notice to proceed to finalize the project scope and schedule, discuss purposes and needs, available information (including the Rhode Island Statewide Model), definition of the Study Area, study methodology, public policy, and any special concerns regarding this study. At this point we will also decide on the base case toll scenario and input assumptions, and a limited number of alternative toll rate scenarios. We understand that the toll collection method is all-electronic toll collection (AETC).

## Task 2 – Data Collection/Compilation

As part of the Sakonnet Toll Feasibility Study completed in 2010, Jacobs conducted several surveys:

- o Origin – Destination Survey: Jacobs gathered a limited amount of origin-destination information on Aquidneck Island bridge customers.
- o Customer Characteristics Survey: Jacobs conducted an online survey of drivers residing in Rhode Island and parts of Massachusetts and Connecticut; from this survey we acquired data on drivers' stated-preference (and value of time), frequency, trip purpose, and *E-ZPass* and *FAST LANE* ownership from customers of the three Aquidneck Island bridges and I-95.
- o Travel Time Survey: Jacobs also conducted travel time surveys of the Sakonnet vs. Mt. Hope route to Aquidneck Island during different times of day.

For this project, we will use the results of those surveys and analyses, and we anticipate supplementing those previous surveys with:

- o Traffic Counts: Commonwealth Engineers will collect (hourly) traffic counts on the Sakonnet River Bridge and a number of other roadways in the area for purposes of the FEIS Reevaluation. These counts will be broken down by hour to understand temporal demand in the corridor, critical to understanding existing conditions and determining future impacts. Jacobs will also compile any historical annual, monthly, and vehicle classification data available through RIDOT or Commonwealth.

### Corridor Infrastructure:

Highway Geometry/Route Reconnaissance: In order to model the traffic operations of the corridor, the existing highway geometry in the corridor will be obtained. A field visit to the corridor will be conducted to verify the assumptions in the model. A review of the project corridor as well as the existing competing and feeding routes will be conducted, cataloging the number of lanes, location and type of intersections, roadway connectivity, and qualitative assessments of congestion and travel comfort.

Future Transportation Improvements: The majority of the traffic data collection is to understand the existing traffic and transportation conditions in the study area. In this task, future planned transportation improvements will be obtained and reviewed to be included in the future years' analyses.

- o License Plate State Survey: Commonwealth recently conducted a license plate survey on the Sakonnet River Bridge, categorizing customers by state of registration. Jacobs will summarize the results to give us further insight into where trips are originating and will be helpful in estimating toll revenues, as there may be a large disparity in resident vs. non-resident *E-ZPass* tolls, if rates are similar to those on the Pell Bridge. Jacobs will likely supplement this information by conducting another license plate survey during summer months to see the difference in the mix of customers; a higher share of out-of-state customers would be expected.
- o Additional Travel Time Surveys: Jacobs staff will drive the Mt. Hope and Sakonnet routes to validate our previous travel time survey results. Routes driven will include Route 24, I-195, Route 136 and Route 114.

### **Task 3 – Socioeconomic Forecast Update**

A key input into the T&R analysis is the underlying demographics in the region. Jacobs will update its future estimates of population and employment, and other socioeconomic factors such as age of the population which will impact future traffic levels. Historically, socioeconomic conditions have been closely related to traffic growth, particularly in the areas of population changes and fluctuations in economic factors such as Gross Domestic Product and Industrial Production. By understanding past relationships with these factors in the region and the underlying reasons for the relationships, future traffic growth can be estimated based on forecasts for some of these individual socioeconomic variables. Population and employment centers generate and attract trips across the region and understanding both existing and planned future demographics is vital to traffic and toll revenue projections. Historic and projected demographic information will be collected from the following sources and reviewed: U.S. Census, Rhode Island State Data Center, Rhode Island Statewide Planning Office, and the Massachusetts Institute for Social and Economic Research. Additional data such as median incomes across the region, age of the population, tourism industry data, and information on special generators will be collected from state agencies and online resources. The Blue Chip Economic Indicators will be used as a guideline for future economic activity.

### **Task 4 – Update of Traffic and Revenue Estimates**

Jacobs' previous estimates of Sakonnet River Bridge traffic and revenue are two years old; we will update the toll traffic and revenue forecasts based on current information, using a more refined modeling approach than was done for our previous work. Jacobs is planning to obtain the current version of the Rhode Island Statewide Model (RISM). While we expect that the RISM calibrates well to actual volumes on a systemwide basis, it is not yet known how close model

volumes in the area of study - especially on the Sakonnet River and Mt. Hope Bridges - are to actual volumes. Jacobs will spend up to three weeks to test various small changes to model attributes to attempt to calibrate it as well as possible to actual conditions. It is to our understanding that the model does not contain an element to represent tolling. Jacobs will apply factors to account for tolling, either a time penalty related to drivers' value of time, or a formula-based route-choice model, calibrating it to actual traffic volumes on the one toll facility in the state – the Newport Pell Bridge.

A combination of RISM results and a spreadsheet post-processing model will be used to determine the toll traffic and revenue impacts of tolling the Sakonnet River Bridge. Travel time savings, values of time, background traffic growth, and tolls on the Sakonnet River Bridge and on alternate routes will all be considered in the process. The results of this task will be average daily or average weekday tolled traffic and annual toll revenues.

Jacobs will conduct traffic and revenue analyses for two tolling conditions: toll-free, and with all-electronic toll collection (AETC) Jacobs will research other AETC facilities to estimate leakage/uncollectable revenues. Jacobs will also estimate the fee revenues to be collected from AETC customers such as late fees or billing fees. Trucks – which pay higher toll rates – will be analyzed as well as cars.

#### **Task 5 – Update of Cost Estimates**

Jacobs' previous estimates of capital and operations and maintenance (O&M) costs for the Sakonnet River Bridge are now two years old. We will obtain current cost information, based on RITBA's current costs and budget for the Mt. Hope and Newport Pell Bridge, updated bridge maintenance costs from RIDOT, AETC costs from current studies that Jacobs is performing for other agencies, and updated toll processing costs from RITBA's new CSC contract.

~~Jacobs will update its previous estimates of capital costs for the addition of tolls to the Sakonnet River Bridge, including environmental approval, design, toll system equipment and installation, construction, MPT, mobilization and inspection.~~

Jacobs will also update previous estimates of annual O&M costs. O&M costs include bridge and toll system maintenance, toll operations and staffing, toll collection, and customer service center fees.

#### **Task 6 – Financial Analysis**

Jacobs will conduct a 30-year financial analysis for the tolling of the Sakonnet River Bridge. Our understanding of the purposes and needs for this project is as follows. The purpose of tolling the Sakonnet River Bridge is to generate a dedicated source of revenue to the bridge to guarantee that it will be appropriately maintained for the service life of the bridge. Any excess revenues

will be equitably distributed for future capital improvements on Aquidneck Island in the surrounding area. The need is a revenue source for the maintenance of the Sakonnet River Bridge, a critical transportation link between Aquidneck Island and the surrounding mainland transportation network.

Jacobs will produce estimates of net revenues generated by tolling the Sakonnet River Bridge, then enlist the help of First Southwest, RITBA's financial advisor, to determine the bond amounts to be issued for purchase of the Bridge, and debt service. Jacobs will develop a financial model to determine the sources and uses of funds and annual debt service coverage for a ten-year timeframe.

This financial analysis will be for RIDOT's purposes only. It is limited to the Sakonnet and does not include any other bridges. Any financial analysis for RITBA's purposes - such as any analysis including the Newport Pell and Mt. Hope Bridges, and the upcoming bond sale later this year - will be performed under a separate work authorization.

#### **Task 6 – Toll Diversion Estimates**

While Jacob's T&R study will estimate daily and annual traffic and revenues used for financial feasibility purposes, we must also estimate *peak hour* traffic for use in the impacts analysis in the Reevaluation of the FEIS. With tolling the Sakonnet River Bridge, there is expected to be a certain amount of traffic that is diverted off the bridge to other routes, and a small number of vehicle trips that are no longer made. Toll diversion will make up a smaller share of traffic during peaks than on a daily basis because peak periods tend to have a higher share of nondiscretionary trips. For this task we realize that we may be required to maintain some level of consistency between our estimates and what was projected previously in the 2003 Sakonnet FEIS.

In our initial discussions with Commonwealth Engineers and RIDOT, we understand that the diversion analysis will focus on Routes 114, 136, and 138, and a number of ramps and connecting routes within several miles of the Mt. Hope and Sakonnet River Bridges. We will work with Commonwealth to determine which roadway segments should be included in or excluded from the environmental analysis. For example, we might exclude roadways which are estimated to have an additional 10 cars (or fewer) per hour as a result of Sakonnet River Bridge tolling, if this is deemed to have no significant impact. A maximum of 25 roadway links will be included in this analysis. Commonwealth collected traffic counts in January on routes where there are anticipated traffic changes due to tolling the Sakonnet River Bridge. Because these numbers will be low due to the seasonal nature of traffic in the Aquidneck Island area, we will use other available seasonal traffic data in the area to convert these counts to average weekday numbers.

Jacobs believes that using the statewide model combined with post processing analyses is the most robust and accurate method to estimate toll diversions. For

example, the Rhode Island Statewide Model (RISM), as typical of most regional models, forecasts average weekday traffic but not hourly traffic, and the FEIS Reevaluation requires peak hour diversions. The current hourly traffic profile at each affected location will be used in conjunction with the model's daily traffic estimates to estimate future peak hour traffic with and without tolling. Also, since socioeconomic data has not been updated in the RISM in five years or more, it does not likely show the flattening of traffic growth caused by the recent recession. We will check the RISM volumes against actual counts, and plan to spend several weeks making various small changes to the RISM to attempt to better match its assigned volumes to actual counts (as mentioned previously in this scope, under the T&R task). In addition, as mentioned previously, there is currently no tolling component built into the model; we will add one in the form of a route choice formula or a time penalty which considers drivers' value of time.

We are likely to adjust RISM outputs based on how the toll-free assignment compares to actual traffic in the area under study, and may make further adjustments based on other relevant data, including results of surveys conducted and data collected as part of this study or our previous study. We will use available count data to convert the daily model results into peak hour. We understand that the analysis needs to be completed for a base year (2010) and one future year (2020), for the base case and up to five different tolling scenarios.

The results of our diversion analysis will be, for each location:

- Average Daily "before tolling" volumes
- Average Daily "after tolling" volumes
- Average Daily volume difference
- Peak Hour "before tolling" volumes
- Peak Hour "after tolling" volumes
- Peak Hour volume difference

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We expect that Commonwealth Engineers will perform any level-of-service (LOS) and intersection/turning movement analyses necessary for the environmental study.

#### **STUDY DELIVERABLES**

- **Updated Traffic and Revenue Study.** Jacobs will update its previous traffic and revenue report. The report will contain, for the tolling scenarios analyzed: assumptions used in the forecasts and their justifications; methodology and results of our forecasts of average weekday traffic; annual toll and fee revenues; matrices of capital and O&M costs; and financial analysis charting the financing sources and needs, including any input assumptions such as the interest rates used.

Based on our experience with public meetings for RITBA and other agencies, we hope to include enough information in our report to address anticipated questions and concerns of the public.

We will submit a draft report, a draft final report which addresses the first round of comments, and a final report after final comments are submitted.

- **Toll Diversion Study.** The assumptions, methodology, data compilation efforts, and results of the diversion analysis will be documented in a summary memorandum.

We will submit a draft toll diversion memorandum, a draft final memorandum which addresses the initial round of comments, and a final memorandum after final comments are submitted. While we anticipate that the T&R study will be completed before the diversion analysis, at some point the toll diversion memorandum may be incorporated into the larger T&R report.

- **Draft Input into the FEIS Reevaluation Document.** Jacobs will provide information and text as needed to support Commonwealth Engineers and PB in their writing of the technical document.
- **Written Responses to Comments.** As well as making any necessary edits to the T&R study and Toll Diversion Memorandum, Jacobs will also provide written responses to all comments made by RIDOT, FHWA, and the public, as they relate to any of our work.
- **Public Presentation.** Jacobs will create presentation slides for any public presentations as requested by Commonwealth and RIDOT.

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## MEETINGS

It is expected that Jacobs will travel to and from Rhode Island for five to six meetings with Commonwealth Engineers and/or RIDOT and participate in conference calls every one to two weeks to discuss our work efforts. In addition, Jacobs will attend a public meeting upon request of Commonwealth to answer any questions regarding our work.

## FEE

The fee for this Work Authorization is estimated at \$245,000. The fees invoiced will be based upon actual hours worked and expenses. A breakdown of the fee schedule by personnel and task has been provided in Exhibit A.

**SCHEDULE**

The estimated duration of this Work Authorization will be for four (4) months from execution. Included as an attachment (Exhibit B) is a breakdown of the expected durations for each task described above.

Agreed:

Name: Evil J. Cruikshank III  
Evil J. Cruikshank III  
Title: Exec Dir, RIJBA  
Date: 6/1/2012

Name: Sethawit  
Title: Division Vice President  
Date: 6/4/2012



Exhibit B

Sakonnet River Bridge Toll FEIS Reevaluation  
Jacobs' Schedule

Task	Week Ending:	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	After
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Wk 16	
		25-May	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun	6-Jul	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep		
<b>Kickoff Meeting</b>																			
<b>Data Collection and Compilation</b>																			
Compile Count Data																			
Factor Data to AWDT																			
Compile Results of Previous Surveys																			
Gather Data on Corridor Infrastructure																			
Travel Time Validation																			
<b>Socioeconomic Forecast Update</b>																			
Population and Employment Forecasts																			
GDP and IPI Forecasts and Correlation to Traffic																			
Other Socioeconomic Factors																			
<b>Update of T+R Estimates</b>																			
Become Familiar With RISM																			
Initial RISM Testing																			
Calibration to Study Area Counts																			
Integrate Tolling into RISM																			
Run Various Years/Scenarios																			
Develop Spreadsheet Post Processing Model																			
Estimate Traffic and Toll Revenue																			
Determine Leakage																			
Determine AETC Fee Revenues																			
<b>Update of Cost Estimates</b>																			
Update Capital Costs																			
Update O+M Costs																			
AETC																			
Non-Toll Related Bridge Maintenance																			
<b>Financial Analysis</b>																			
Determine Net Revenues																			
Develop Financial Model																			
Determine Sources and Uses for Each Scenario																			
<b>Toll Diversion Estimates</b>																			
Compare Model Volumes to Actual Counts																			
Calibration to Study Area Counts																			
Integrate Tolling into RISM																			
Run Various Years/Scenarios																			
Derive Peak Hr Outputs from RISM																			
Determine Volume Changes Due to Tolling																			
<b>Reports and Deliverables</b>																			
Prepare T+R First Draft																			
Prepare T+R Final Draft																			
Prepare T+R Final Report																			
Prepare Diversion Study First Draft																			
Prepare Diversion Study Final Draft																			
Prepare Diversion Study Final Report																			
FEIS Reevaluation Report Input																			TBD
Responses to Comments																			TBD
Public Presentation (Incl. Preparation)																			TBD
<b>Meetings and Public Forum Participation</b>																			TBD



Transmittal

Buddy Croft  
Rhode Island Turnpike and Bridge Authority  
P.O. Box 437  
Jamestown, RI 02835

Dear Mr. Croft:

Please find attached the original signed copy of Work Authorization #6 to our On-Call Toll Consulting Services Contract No. 10-5 related to the Traffic and Revenue Study for your upcoming Bond Sale.

If you need anything additional, please let me know.

Sincerely

A handwritten signature in black ink that reads "Pamela Bailey-Campbell". The signature is written in a cursive, flowing style.

Pamela Bailey-Campbell  
Vice-President  
Jacobs Engineering

cc: Suzanne Seegmuller

Rhode Island Turnpike and Bridge Authority  
On-Call Toll Consulting Services  
Contract No. 10-5

Work  
Authorization  
#6

Traffic and Revenue Study for Bond Sale

Date:  
July 24, 2012

## SCOPE

Work Authorization #6 shall include a Traffic and Revenue Study to support RITBA in their upcoming Bond Sale. The major difference between this study and the one Jacobs conducted for the previous Bond Sale is that RITBA will acquire two new facilities – the Sakonnet River Bridge ('Sakonnet'), on which tolling will begin in 2013, and the Jamestown Verrazano Bridge, which will remain toll-free. Jacobs is separately conducting a Traffic and Revenue study for these two bridges for RIDOT; results will be included in this financial analysis for RITBA.

The purpose of the T&R Study will be to analyze current and historic toll traffic, revenues and costs and to estimate future net toll revenues generated on RITBA facilities. The study will consider up to six toll revenue scenarios, of which one will be selected for the final report. The selected toll revenue projection estimate will then be used to support the planned Revenue Bond Sale in the fall of 2012.

Jacobs last completed a Traffic and Revenue Study for RITBA for the March 2010 Bond Sale, estimating annual toll revenues, future traffic volumes, capital costs, and operating and maintenance ('O&M') costs for RITBA's two current facilities – the tolled Newport Pell Bridge and the free Mount Hope Bridge. For this new study, Jacobs will build upon those previous estimates. We plan to supplement our database with recent traffic counts, survey information, and socioeconomic data; these will be used to update our traffic and revenue model.

All work performed during this study will be managed under the following Work Tasks:

### Task 1 – Data Collection and Compilation

- Compile/review historical transactions at the Newport-Pell Bridge toll plaza.
- Compile/review historical toll revenues at the Newport-Pell Bridge toll plaza.
- Review trends separately for E-ZPass vs. cash, and car vs. truck.
- Collect recent frequency data and E-ZPass discount program usage.

- Collect other data deemed necessary, such as travel times.

### **Task 2 – Socioeconomic Forecast Update**

Most of this effort is currently being conducted for RIDOT in the Sakonnet FEIS Reevaluation, including the following:

- Review of historic socioeconomic changes in the area and in the state of RI
- Updating future socioeconomic forecasts including:
  - General condition.
  - Employment.
  - Housing.
  - Projected development that may impact volumes.
  - Tourism.
  - Fuel cost impacts.

In addition, Jacobs will conduct a recession analysis for the Newport Pell Bridge.

### **Task 3 – Update of Traffic and Revenue Estimates**

- Conduct an analysis of travel characteristics based on data collected.
- Enhance our existing trend line-based traffic and revenue model.
- Evaluate up to six toll revenue projection scenarios which may include:
  - Existing Toll Schedule
  - Proposed Toll Increases
  - Proposed Commuter Discounts
  - Proposed Toll Increase Plus Proposed Commuter Discount
- Develop assumptions used for T&R forecasting.
- Project annual toll traffic.
- Project annual toll revenues.

### **Task 4 – Update of Cost Estimates**

- Review the projected annual Capital Improvement expenditures.
- Review historical O+M expenditures
- Work with RITBA to estimate O+M expenditures over the forecast period.

### **Task 5 – Financial Analysis**

- Work with the Financial Advisor, First Southwest to develop financial model that extends 30 years into the future (through 2042).
- Utilize the net revenue estimates for the selected base case.
- Obtain Debt Service Requirements for Capital Program from others.
- Develop new Budget with revenue estimate and Coverage Ratios.

### **Task 6 – Reports and Deliverables**

- Assess the reasonableness of tolls/perform comparison to other facilities.
- Conduct revenue sensitivity analysis.
- Prepare Draft T&R Report.

- Address Draft Report comments.
- Prepare Final T&R Report.
- Prepare Rating Agency Presentation

#### Task 7 – Meetings

It is expected that Jacobs will travel to and from Rhode Island for three to four meetings with RITBA and First Southwest and participate in conference calls every one to two weeks to discuss our work efforts. In addition, Jacobs will attend rating agency meetings to present results of our study and to answer any questions regarding our work.

#### FEE

The fee for this Work Authorization is estimated at \$87,000. The fees invoiced will be based upon actual hours worked and expenses. A breakdown of the fee schedule by personnel and task has been provided in Exhibit A.

#### SCHEDULE

We understand that the Traffic and Revenue Study must be completed and report submitted by October 1, 2012. Additional Jacobs efforts necessary for the Rating Agency meetings will be conducted in the following month or two, with Rating Agency meetings anticipated later in the fall.

Agreed:

Name: Govl J. Croft III

Title: Exec Dir, RITBA

Date: 8/30/2012

Name: Bailey Campbell

Title: Vice-President

Date: 9/11/12





---

**Date**        March 18, 2013

**To**            Buddy Croft  
                  Rhode Island Turnpike and Bridge Authority

**From**        Suzanne Seegmuller  
                  Jacobs Engineering Group, Inc.

**Subject**     Memo – Work Authorization #6 Request for Additional Budget

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Buddy,

Per our earlier discussion Jacobs would like to request an increase in the budget for Work Authorization #6 in the amount of \$38,000 (see Exhibit A). This will bring the current budget of \$87,000 to \$125,000.

The additional budget is being requested to because the project has gone beyond the original Fall 2012 completion schedule, with more toll and discount scenarios than originally anticipated. Also included in this additional budget is preparation for - and participation in - the upcoming Public Workshops in Rhode Island, and completion of a tolling options memo for the RITBA Board.

If you are in agreement with the above please sign in the indicated space below and please let us know if you have any questions or comments.

Thank You

Suzanne Seegmuller

Agreed:

By:

Name:

Earl J. Croft III

Title:

Executive Director  
RITBA



March 18, 2013

Page 2 of 2

EXHIBIT A Estimated Cost Summary RITBA On-Call Services - Work Authorization #6 Additional Budget Request Traffic and Revenue Study																	
		Task 1 Data Collection and Compilation		Task 2 Socioeconomic Forecast Update		Task 3 Update of Traffic and Revenue Estimates		Task 4 Update of Cost Estimates		Task 5 Financial Analysis		Task 6 Reports and Deliverables		Task 7 Meetings		Total	
Staff Category	Rate	Hours	Salaries	Hours	Salaries	Hours	Salaries	Hours	Salaries	Hours	Salaries	Hours	Salaries	Hours	Salaries	Hours	Salaries
Project Executive	\$90.00		\$0		\$0	2	\$180		\$0		\$0	4	\$360	24	\$2,160	30	\$2,700
Project Manager	72.64		0		0		0		0		0		0		0		0
Senior Engineer	75.00		0		0	60	4,500		0	20	1,500	36	2,700	30	2,250	146	10,950
Engineer II	55.00		0		0		0		0		0	8	440		0	8	440
Engineer I	45.00		0		0		0		0		0		0		0	0	0
Junior Engineer	35.00		0		0		0		0		0		0		0	0	0
Technician	25.00		0		0		0		0		0	24	600	8	200	32	800
			0		0		0		0		0		0		0	0	0
			0		0		0		0		0		0		0	0	0
			0		0		0		0		0		0		0	0	0
<b>Total Hours</b>		<b>0</b>		<b>0</b>		<b>62</b>		<b>0</b>		<b>20</b>		<b>72</b>		<b>62</b>		<b>216</b>	
<b>Subtotal - Salary Costs</b>			<b>\$0</b>		<b>\$0</b>		<b>\$4,680</b>		<b>\$0</b>		<b>\$1,500</b>		<b>\$4,100</b>		<b>\$4,610</b>		<b>\$14,890</b>
<b>Overhead (123.26 percent of Salary)</b>			<b>\$0</b>		<b>\$0</b>		<b>\$5,789</b>		<b>\$0</b>		<b>\$1,849</b>		<b>\$5,054</b>		<b>\$5,682</b>		<b>18,353</b>
<b>Subtotal - Salary + Overhead</b>			<b>\$0</b>		<b>\$0</b>		<b>\$10,449</b>		<b>\$0</b>		<b>\$3,349</b>		<b>\$9,154</b>		<b>\$10,292</b>		<b>\$33,243</b>
<b>10%</b>			<b>\$0</b>		<b>\$0</b>		<b>\$1,045</b>		<b>\$0</b>		<b>\$335</b>		<b>\$915</b>		<b>\$1,029</b>		<b>\$3,324</b>
<b>Labor + Overhead + Profit</b>			<b>\$0</b>		<b>\$0</b>		<b>\$11,493</b>		<b>\$0</b>		<b>\$3,684</b>		<b>\$10,069</b>		<b>\$11,322</b>		<b>\$36,568</b>
<b>Direct Costs</b>																	
Travel			\$0		\$0		\$0		\$0		\$0		\$0		\$1,000		\$1,000
Subsistence			0		0		0		0		0		0		200		200
Report Printing / Reproduction			0		0		0		0		0		0		0		0
Telephone			0		0		0		0		0		0		0		0
Other Direct Costs			0		0		0		0		0		0		232		232
<b>Subtotal - Direct Expenses</b>			<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$1,432</b>		<b>\$1,432</b>
<b>Total Study Cost</b>			<b>\$0</b>		<b>\$0</b>		<b>\$11,493</b>		<b>\$0</b>		<b>\$3,684</b>		<b>\$10,069</b>		<b>\$12,754</b>		<b>\$38,000</b>

Professional Services Contract  
With CDM Smith  
Rhode Island Turnpike and Bridge Authority  
On Call Toll Consulting Services

ARTICLE I PARTIES

A. ADDRESS

THIS CONTRACT, entered into as of this 7/18 day of 2012, 2012, by and between the Rhode Island Turnpike and Bridge Authority, One East Shore Road, P.O. Box 437, Jamestown, Rhode Island 02835 (herein after referred to as the "Authority"), and CDM Smith, 900 Chapel St., Suite 1400, New Haven, CT 06510 (hereinafter referred to as the "Consultant"), which shall render certain services hereafter described in this Contract in connection with the On Call Toll Consultant Services for the Authority. In consideration of the mutually covenanted terms and conditions herein, the Authority and Consultant agree that:

B. EMPLOYMENT OF COMPANY

The Authority hereby engages Consultant and Consultant hereby agrees to perform the services hereinafter set forth in Connection with the Contract.

C. MODIFICATION

This Contract may not be modified unless such modification is in writing and signed by both parties to this Contract.

D. PARTS INCORPORATED

The Contract, together with the following documents and the attached exhibits, constitute the "Contract Documents" and are incorporated by reference:

1. Request for Qualification
2. Statement of Qualifications from CDM Smith (including 2010 Rate Schedule)
3. Letter of Award (March 12, 2010)
4. Subsequent Work Authorizations (as directed by the Authority)

The above documents are to be considered as one and whatever is called for by any one of the documents shall be as binding as if called for by all. In the event of a conflict between the terms and conditions of the Contract Documents, the more restrictive on the Consultant shall control.

## E. CONTROLLING PARTS

Except as provided in Article III (A), if there is a conflict or inconsistency between the provisions of the Articles or exhibits, the Articles control over the exhibits.

## F. TABLE OF CONTENTS

The Authority and Consultant hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

## ARTICLE II DEFINITIONS

As used in this Contract, the following terms have the meanings given below:

“Authority” means the Rhode Island Turnpike and Bridge Authority, One East Shore Road, P.O. Box 437, Jamestown, Rhode Island 02835.

“Contract” means this document, including all attached exhibits and amendments to this document by written agreement of the parties.

“Consultant” means: CDM Smith, 900 Chapel Street, Suite 1400, New Haven, CT 06510.

## ARTICLE III RIGHTS AND DUTIES OF CONSULTANT

### A. SCOPE OF SERVICES

The scope of services under this on-call contract will be administered by the Authority in the form of Work Authorizations. Throughout the contract term the Consultant may be called upon to perform tasks for the Authority that include, but not limited to, the following:

- Toll system assessment and needs analysis;
- Toll system conceptual planning;
- Violation/Video Enforcement;
- Tolling operations and policy analysis;
- Cost Estimating and analysis;
- Toll facility design and engineering;
- Toll system procurement support;
- Toll system design support and review;
- Toll system deployment and testing;
- Rate structure analysis;
- Traffic Analysis;
- Parking Access and Revenue Control (PARCS) leveraging E-ZPass;

- Way finding and signage;
- On-going system performance audit and maintenance oversight; and
- Other toll related support services.

Work Authorizations will be developed and executed between the Authority and the Consultant in the following manner:

1. Scope of Service – The Authority will initially work with the Consultant, or on it own, to develop a scope of service specific to the Work Authorization. A draft scope will be developed and agreed to by both the Authority and the Consultant.
2. Fee Estimate – In a parallel effort an estimated fee will also be developed for the corresponding Work Authorization’s scope of services.
3. Work Authorization Execution – Work Authorizations will be issued to the Consultant by the Authority for signature. Consultant shall sign and return the Work Authorization within seven (7) business days.

Work Authorizations will be executed by the Authority in sequential order first beginning with the Work Authorization number and then brief title.

Work Authorizations shall follow the format and contents indicated in Attachment A and A-1

In consideration of payment for each Work Authorization as specified in this Agreement, Consultant shall provide, in a timely manner, all labor, supervision, parts, equipment, materials, tools, instruments, expendable items, supplies, reports, transportation, insurance, subcontracts, warranties, and incidentals necessary to perform the Services as specified under each Work Authorization.

**B. CONSULTANT PERSONNEL**

Consultant shall provide sufficient and fully qualified personnel to satisfy the required services of each Work Authorization. At its discretion, for any reason, the Authority may request removal from the Contract and any subsequent Work Authorization of any employee of Consultant. Consultant shall replace any of its personnel or sub-consultants whose work product is deemed unsatisfactory by the Authority.

**C. CONFIDENTIALITY**

Consultant recognizes that the documents to be prepared under this Contract and all Authority data received by consultant are confidential. Consultant shall not divulge this information except as necessary for the performance of its duties under this Contract, with approval in writing by the Authority or as otherwise required by law. The provisions of this section shall survive the expiration and termination of this contract.

**D. DISPUTE RESOLUTION**

For purposes of this Section, “Project Administrator” means the person the Authority designates to monitor the progress of all Parties’ performance under this Contract. Except as may otherwise be provided by law, a dispute that (1) does not involve a question of law; (2) arises during the performance of this Contract; and (3) is not resolved between the Project Administrator and Consultant must be handled as described below:

The Project Administrator shall put its decision in writing and mail or otherwise furnish consultant with a copy. Consultant may abide by the decision or may appeal the decision to the

Authority.

If Consultant desires to appeal a decision of the Project Administrator, Consultant must submit a written appeal to the Authority. Consultant must file its written appeal within seven working days following receipt of the Project Administrator's original decision. The Authority shall provide Consultant with a written response to the appeal within 14 working days following its receipt. The decision of the Authority is final.

E. INSURANCE

The Consultant shall obtain and maintain continuously in effect at all times during the term hereof, at its sole cost and expense, Professional Liability Insurance (errors and omissions) protecting Consultant from and against liability which may occur by reason of any errors, omissions, or negligent acts of its employees in the performance of professional services under this Agreement. Subject insurance shall be in a amount of at least One Million Dollars (\$1,000,000) and have a deductible no larger than \$250,000.00, which coverage shall also be maintained for a period of three years after all services and work required under the terms of this Agreement are completed by Consultant, or after Consultant has been terminated, whichever shall last occur. Each insurance policy shall name the Authority and its commissioners, officers and employees as additional insured thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance of self-insured retention the Authority may possess or retain. Any insurance coverage maintained by the Authority shall be considered excess insurance only. A certificate of insurance will be provided to the Authority.

F. COMPLIANCE WITH LAWS

All federal, state, and local laws applicable in the rendering of the services by Consultant under this Contract shall be complied with in all respects by Consultant, as shall all rules and regulations of the Authority and any other governmental agencies.

Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

G. AFFIRMATIVE ACTION

Consultant shall ascertain and determine that, to the extent applicable, it will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, handicap, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. Consultant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program of activity covered by said subpart. Consultant assures that it will require its covered subconsultants provide assurances to Consultant that they similarly will undertake from their subconsultants, as required by 14 CFR, Part 152, Subpart E, to the same effect.

H. CONFLICTS OF INTEREST

If an actual or potential conflict arises between the interests of the Authority and the interests of other clients represented by Consultant regarding this Contract, Consultant shall immediately notify the Authority by facsimile transmission or telephone. If the Authority consents to Consultant's continued representation of these other clients, it will notify Consultant in writing. If the Authority does not issue such written consent within three business days after receiving Consultant's notice of an actual or potential conflict, Consultant shall immediately terminate its representation of these other clients if such

termination is permitted by contract. If Consultant does not or cannot resolve the conflict of interest arising from its representation of other clients through termination of such contracts or by other means within the time period set by the Authority, the Authority shall terminate this Contract immediately without providing any further opportunity to cure under Article V. Nothing in this section shall be construed by Consultant as an attempt to interfere with any contract between Consultant and a third party, and the indemnification and hold harmless provisions of this Contract apply to any litigation involving the Authority arising from this Section.

## ARTICLE IV. RIGHTS AND DUTIES OF AUTHORITY

### A. PAYMENT TERMS

Subject to all the terms and conditions of this Contract, the Authority shall pay to Consultant, and Consultant accepts the fees as specified in each Work Authorization, for all work provided by Consultant and or its subcontractor(s).

Key Staff Category	Avg. Rate
Senior Management Officer	\$ 98.00
Senior Associate Engineer/Analyst	\$ 66.04
Senior Project Manager	\$ 59.40
Senior Engineer/Analyst	\$ 46.96
Engineer/Analyst	\$ 40.94
Drafting/Graphics/CAD Operator	\$ 34.50
Technical Typist/Word Processor	\$ 29.78
Overhead Rate - 171.86% of Labor	
Profit - 15%	

For each Work Authorization Consultant shall submit a monthly invoice for the hours worked during such period including any direct expenses. The invoice is to be delivered or mailed to the following location:

Mr. Buddy Croft, Executive Director  
Rhode Island Turnpike and Bridge Authority  
One East Shore Road  
P.O. Box 02835T

The invoice is subject to approval by the Authority as is due and payable 30 days after receipt and approval by the Authority. All payments must be made by check made payable to Consultant. The Authority will not unreasonably delay or withhold payment or approval of any invoice. Neither payments made nor approval of invoices for services by the Authority shall be construed as final acceptance or approval of that part of consultant's services to which such payment or approval relates.

Such payments do not relieve Consultant of any of its obligations under this Contract.

B. TAXES

The Authority is exempt from payment of Federal Excise and Transportation Tax and Rhode Island Sales Tax. Consultant's invoices to the Authority must not contain assessments of any of these taxes even if Consultant has had to pay sales tax to purchase the items initially. The Authority will furnish the exemption certificate and federal tax identification number to Consultant upon request. The Authority does not represent that Consultant will be able to utilize such exemption certificate of federal tax identification number, either directly or indirectly. Consultant should consult its own tax adviser.

C. METHOD OF PAYMENT – DISPUTED PAYMENTS

If the Authority disputes any items in an invoice Consultant submits for any reason, including lack of supporting documentation, the Authority may temporarily delete the disputed item and pay the remainder of the invoice. The Authority shall promptly notify Consultant of the dispute and request remedial action. After the dispute is settled, if applicable, Consultant shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

D. COORDINATION OF PERFORMANCE WITH CONSULTANT

In Addition to its other duties under this Contract, the Authority shall perform the following services:

1. Provide information to Consultant concerning the requirements for the Project;
2. Provide existing data in the possession of the Authority which, in the Authorities opinion, will assist Consultant in performing services under the Contract; and examine the documents submitted by Consultant and render decisions pertaining to them within a reasonable time to avoid unnecessary delay of Consultant's services.

ARTICLE V. TERM AND TERMINATION

A. CONTRACT TERM

This Contract shall be effective for an initial period of ~~three (3) years~~ <sup>two (2) years w/ a 1 year option subject to both parties acceptance</sup>. The Effective Date shall commence on 7/18/2012 and is not to exceed past 7/18/2014, unless sooner terminated under this Contract.

with a potential for a one (1) year option to 7/18/2015

ARTICLE VI. MISCELLANEOUS

A. INDEPENDENT CONSULTANT

Consultant is an Independent Consultant and is not an employee, agent, representative or subconsultant of the Authority. Consultant shall perform the services provided for in this Contract in its independent Consultant capacity. No partnership, joint venture or other entity is created by this Contract.

The Authority has no control or supervisory powers over the manner or method of Consultants' performance under this Contract. All personnel Consultant provides are its employees or subconsultants and not the Authority's employees, agents, or subconsultants for any purpose whatsoever. Consultant is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all workers compensation benefits coverage.

B. FORCE MAJEURE

Timely performance by the Consultant is essential to this Contract. However, neither the Consultant nor the Authority will be liable for delays or other failure to perform its obligations under this Contract to the extent the delay or failure is caused by an event of Force Majeure. For purposes of this Contract, Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots court orders and the acts of superior governmental or military authority.

This relief is not applicable unless the affected party does the following:

1. uses due diligence to remove the Force Majeure as quickly as possible;
2. provides the other party with prompt written notice of the cause and its anticipated effect; and
3. provides the other party with written notice describing the actual delay or non-performance incurred within seven days after the Force Majeure ceases.

The Authority may perform Consultant's services itself or contract for such services with a third party during periods of Force Majeure and withhold from Consultant any payments for such services from the lump sum amount for the applicable phase in an amount equal to the greater of the Authority's payment of such services or the percentage of completion of the applicable phase of such services. Performance of such services by the Authority or other entity does not constitute a default or breach of this Contract by the Consultant or Authority.

If the Force Majeure continues for more than 14 days, the Authority may terminate this Contract by giving seven days written notice to Consultant. Consultant waives any claim it may have for financial losses or other damages resulting from such termination, except for amounts due for work satisfactorily completed by Consultant prior to the effective date of termination.

A strike or work slowdown of Consultant's employees, among other circumstances, does not constitute Force Majeure under this Contract.

C. SEVERABILITY

Should any section or any part of any section of this Contract be rendered void, invalid, or unenforceable by any court of competent jurisdiction for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Contract.

D. WRITTEN AGREEMENT

All notices, requests, demands, or other communications hereunder shall be in writing unless otherwise noted.

E. CHOICE OF LAW/FORUM

This Contract has been made and entered into the State of Rhode Island, and the laws of such state shall govern the validity and interpretation of this Contract and the performance due hereunder. The parties agree that only a state of federal court of law sitting in Rhode Island shall hear matters arising from this Contract; for such matters, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and all other reasonable expenses related to litigation.

F. PAYMENTS, NOTICES AND CONSENTS

All written communications, including but not limited to payments, notices, consents and demands must be sent to the addresses shown in Article I or at such other address the receiving party may have prescribed by notice to the sending party. All notices required or permitted by this Contract must be in

writing and are considered delivered when actually received or on the third day after being deposited in a United State Postal Service post office, postage prepaid, certified mail, return receipt requested, whichever is earlier.

G. CAPTIONS AND HEADINGS

The captions and headings in this Contract are for the purpose of reference only and shall not limit or otherwise affect any of the terms contained herein.

H. NO PERSONAL LIABILITY

This Contract does not create any personal liability on the part of any officer, director, agent or employee of the Authority.

I. ASSIGNABILITY AND SUBCONTRACTS

Consultant shall not assign any interest in this Contract, and shall not subcontract any services to be provided or work to be performed hereunder, without the prior written consent of the Authority.

J. AMBIGUITIES

If any terms of this Contract are ambiguous, it shall not be construed for or against any party on the basis of draftsmanship or preparation.

K. SURVIVAL

Consultant shall remain obligated to the Authority under all clauses of this Contract that expressly or by their nature may extend beyond or survive the expiration or termination of this Contract.

L. NON-WAIVER

If either party fails to require the other to perform any term of this contract, that failure shall not prevent such party from later enforcing that term and all other terms. If either party waives the other's breach of this Contract, that waiver shall not waive a later breach of this Contract.

M. NO THIRD PARTY BENEFICIARY

This Contract is made for the benefit of the parties, and it does not create any right or benefit enforceable by any third party.

N. SUCCESSORS

This Contract shall bind and benefit the parties and their legal successors.

O. REMEDIES CUMULATIVE

Except as otherwise provided herein, the rights and remedies contained in this Contract shall not be exclusive, and are cumulative of all rights and remedies now or hereafter existing by statute, at law, or in equity.

P. INTEGRATION

This Contract embodies the entire understanding of the parties, and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein.

ARTICLE VII. EXECUTION

SIGNATURES

IN WITNESS WHEREOF, the Authority and Consultant have executed this Purchased Services and Goods Contract of the date first written above. The Authority and Consultant has signed this Contract in multiple copies, each of which is an original.

**CDM SMITH "Consultant"**

By: \_\_\_\_\_

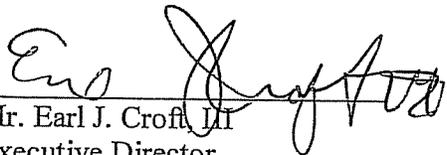
Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY "Authority"**

**APPROVED AS TO FORM & LEGALITY:**



Mr. Earl J. Croft III  
Executive Director  
Rhode Island Turnpike  
And Bridge Commission