



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

18  
Beane

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

Bureau of Rail & Transit  
July 18, 2017

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a **SOLE SOURCE** contract amendment with Cooperative Alliance for Seacoast Transportation (COAST), Dover, NH (Vendor 155553), to increase the amended contract amount by \$50,000 from \$136,483 to \$186,483 and extend the contract completion date from December 31, 2018 to June 30, 2020 for the continued support of the Seacoast Commuter Options rideshare initiative in the Seacoast region, effective upon Governor and Council approval through June 30, 2020. The original contract was approved by Governor and Council on October 17, 2012, Item #87 and amended on December 16, 2015, Item 37A. 100% Turnpike Funds.

Funding for this agreement is available in State Fiscal Years 2018 and 2019 and is contingent upon the availability and continued appropriation of funds in 2020 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified.

	<u>FY 2018</u>	<u>FY2019</u>	<u>FY2020</u>
04-96-96-961017-7022 Administrative-Support			
103-502664 Contracts for Operational Services	\$20,000	\$20,000	\$10,000

**EXPLANATION**

This **sole source** contract amendment will add additional Turnpike funds and extend the project completion date for the continued management of the Seacoast Commuter Options rideshare initiative, to align with the planned completion date of the Department's Newington-Dover construction project. The Seacoast Commuter Options rideshare initiative was initiated to meet the commitments of the Department's Environmental Impact Statement (EIS) for the Newington-Dover construction project on the Spaulding Turnpike. The program has been successfully managed by COAST and this **sole source** contract amendment will allow COAST to maintain current staffing levels and provide continued support for marketing and outreach efforts to provide ride matching services and promote transportation options by encouraging public transit usage, ridesharing, and transportation alternatives in the Seacoast region. It is in the interest of both the Department and

COAST to extend this project and align its completion date with that of the associated Newington-Dover construction project.

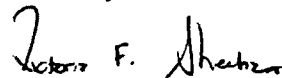
Turnpike funds included in this contract amendment will be used to leverage Congestion Mitigation and Air Quality (CMAQ) that have been approved by the Department and will be administered directly through the Federal Transit Administration (FTA). The contract amendment will span State Fiscal years 2018, 2019 and 2020 and Turnpike funds have been broken out accordingly. Through this contract the Department will provide COAST with Turnpike funds, representing 20% of the rideshare-related expenses, and COAST will access CMAQ funds directly from FTA for the 80% Federal share of the rideshare-related expenses through June 30, 2020.

All other provisions of the agreement shall remain in effect.

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

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

## AMENDMENT #2 TO AGREEMENT

### COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION (COAST)

#### SEACOAST COMMUTER OPTIONS PROJECT

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Cooperative Alliance for Seacoast Transportation (COAST) on October 17, 2012, (Item #87 ) and amended on December 16, 2015, (Item 37A) effective through December 31, 2018;

WHEREAS, the Contractor, COAST and NHDOT have agreed to amend certain provisions of the agreement and amendment;

WHEREAS, Section 1.7 Completion Date, of the form P-37, as amended, is December 31, 2018 and NHDOT wishes to amend the date to June 30, 2020;

WHEREAS, Section 1.8 Price Limitation, of the form P-37, as amended, is \$136,483 and NHDOT wishes to increase the contract amount by \$50,000 amending the total contract amount to \$186,483;

WHEREAS, Scope of Services, A.1 as amended reads, "The funds included in this agreement will provide the required 20% matching funds for CMAQ funds for operating expenses for a period of five years from the start of operation, within the Contract Price limitation.";

WHEREAS, Scope of Services, A.2 as amended reads, "The Contractor will provide staff support, office space and marketing and outreach to operate the Seacoast Commuter Options program for five years that will be reimbursed with CMAQ funds and the funds identified in Exhibit B."

And as amended,

"Matching funds represent 20% of the operating cost of the service for five years of operation.";

WHEREAS, Exhibit B Budget, B.1 as amended has an amended contract price of \$136,483;

WHEREAS, Exhibit B Budget, B.3 as amended reads, "Contract completion date will be five years from the initiation of this project and no later than December 31, 2018."

#### **RESOLVED, that the agreement be amended as follows:**

Section 1.7 Completion Date, of the form P-37, is amended from December 31, 2018 to June 30, 2020.

Section 1.8 Price Limitation, of the form P-37, is amended to include an additional \$50,000 of Turnpike funds to provide a 20% match to CMAQ funds amending the total contract amount from \$136,483 to \$186,483.

Scope of Services, A.1, is amended to read, "The funds included in this agreement will provide the required 20% matching funds for CMAQ funds for operating expenses from the start of operation through June 30, 2020, within the Contract Price limitation."

Scope of Services, A.2, is amended to read, "The Contractor will provide staff support, office space and marketing and outreach to operate the Seacoast Commuter Options program from the start of operation through June 30, 2020, reimbursed with CMAQ funds and the funds identified in Exhibit B."

and

"Matching funds represent 20% of the operating cost of the service from the start of operation through June 30, 2020."

Exhibit B Budget, B.1 contract price, is amended from \$136,483 to \$186,483 which includes Turnpike funds to match CMAQ funds from the start of operation through June 30, 2020.

Exhibit B Budget, B.3, is amended to read "Contract completion date is June 30, 2020."

All other provisions of the agreement shall remain in effect.

**Cooperative Alliance for Seacoast Transportation**

By: Rad Nichols Date: 5/9/17

Title: Executive Director

Signature: [Handwritten Signature]

County of Rockingham

On this the 9<sup>th</sup> day of May, 2017, before me, Rad Nichols, the undersigned officer, personally appeared before me in person, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he has executed the same for the purposes therein contained. IN WITNESS WHEREOF I hereunto set my hand and official seal.



[Handwritten Signature]  
Notary Public / Justice of the Peace / Commission Expires Sept 7, 2021

**NH Department of Transportation**

By: Patrick C. Herlihy Date: 7/17/17  
Director

Title: Aeronautics, Rail and Transit

Signature: [Handwritten Signature]

**Approved by Attorney General**

By: Matthew T. Brodhead Date: 8/8/17

Title: Asst. A.G.

Signature: [Handwritten Signature]

**Approved by Governor and Council**

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



## Certificate of Vote & Authority

The Board of Directors of the Cooperative Alliance for Seacoast Transportation (COAST) hereby authorizes the COAST Executive Director Rad Nichols to execute agreements as may be necessary with various organizations, municipalities, states and the federal government.

The COAST Board of Directors' authorization is so granted under RSA 239:5 and provided to Executive Director Rad Nichols.

The following warrant that this authorization was granted to Executive Director Rad Nichols by the COAST Board of Directors, by majority vote of the members at its October 26, 2011 meeting.

  
\_\_\_\_\_  
Jon Frederick  
Chairman, COAST Board of Directors

10/26/2011  
Date

The vote identified above has not been amended or revoked and remains in full force and effect as of 5/9/17.

  
\_\_\_\_\_  
Juliet T.H. Walker, Chair  
COAST Board of Directors

5/9/17  
Date

*Juliet Walker appeared before me on 5/9/17*

*Theresa Poulin*

*Commissioner of Deeds*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2017

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

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

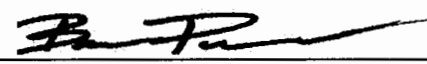
<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Carrie Morgan <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> cmorgan@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: RLI Ins Co	<b>NAIC #</b> 13056
<b>INSURED</b> Cooperative Alliance for Seacoast Transportation DBA: COAST 42 Sumner Drive Dover NH 03820		<b>INSURER B:</b> RLI Insurance Co. <b>INSURER C:</b> Lloyds of London <b>INSURER D:</b> Philadelphia Indemnity <b>INSURER E:</b> Ryan Turner Specialty <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 16-17 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		LGB0014451	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 5,000,000
D	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Employee Dishonesty			PHPK1572696	11/1/2016	11/1/2017	GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			LFB0016981	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LXB0010391	11/1/2016	10/1/2017	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Abuse & Molestation			B1230FF04310A16	11/1/2016	11/1/2017	Aggregate/per victim \$1 Mil/\$1 Mil
E	Public Official Bond			0202-3172	11/1/2016	11/1/2017	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Policies listed have a cancellation provision of 30 days, with the exception of cancellation for non-payment which is 10 days. The State of New Hampshire, Department of Transportation, is an Additional Insured with respect to Commercial General Liability only.

<b>CERTIFICATE HOLDER</b>  The State of New Hampshire Department of Transportation 7 Hazen Drive PO Box 483 Concord, NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Brian Parsons/JSC 
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NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE CERTIFICATE  
INFORMATION PAGE**

1. The Member: Cooperative Alliance for Seacoast Transportation  
Mailing Address: 42 Sumner Drive  
Dover, NH 03820

Policy No. P000843NHMTA2017  
Renewal of Number: P000843NHMTA2016

Federal Employers ID # 02-0362579

If there are other workplaces see attached schedule.

2. The certificate period is from 01/01/2017 12:01 a.m. to 01/01/2018 12:01 a.m. standard time at the Member's mailing address.
3. A. Workers Compensation Insurance: Part One of the certificate applies to the Workers Compensation Law of the States Listed here: NH
- B. Employers Liability Insurance: Part Two of the certificate applies to the workplace(s) listed in Item 1. The limits of our liability under Part Two are:
- |                            |                    |                   |
|----------------------------|--------------------|-------------------|
| Bodily Injury by Accident: | <u>\$1,000,000</u> | Each Accident     |
| Bodily Injury by Disease:  | <u>\$1,000,000</u> | Certificate Limit |
| Bodily Injury by Disease:  | <u>\$1,000,000</u> | Each Employee     |
- C. This certificate includes these endorsement and schedules: **See Schedule**
4. The premium of this certificate will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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**See Schedule**

Class Code/Minimum Premium	Expense Constant	\$160
	Total Estimated Annual Premium	\$91,367

Premium Adjustment Period: Annual

**NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST**

Clerk:

*Paula W. McLaughlin*

Secretary:

*Ralph J. Sullivan*

Producer: NHMTA Services, Inc.

Date of Issue: 01/01/2017



## Schedule of Locations and Other Insured's

Company Name	FEIN	Address	Term:
Cooperative Alliance for Seacoast Transportation	02-0362579	42 Sumner Drive , Dover, NH 03820	01/01/2018
Cooperative Alliance for Seacoast Transportation	02-0362579	6 Sumner Drive , Dover, NH 03820	01/01/2018

Member: Cooperative Alliance for Seacoast Transportation  
Certificate No: P000843NHMTA2017  
Effective Date: 01/01/2017



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Rail & Transit  
December 1, 2015

Approved 12/1/15  
Item 37A

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **sole source** contract amendment with Cooperative Alliance for Seacoast Transportation (COAST), Dover, NH (Vendor #155553), to increase the contract amount by \$56,000 from \$80,483 to \$136,483 and extend the contract completion date from December 31, 2015 to December 31, 2018 to continue support of the Seacoast Commuter Options rideshare initiative in the Seacoast region, effective upon Governor and Council approval through December 31, 2018. The original agreement was approved by Governor and Council on October 17, 2012, Item #87. 100% Turnpike funds.

Funding is available as follows:	<u>FY 2016</u>	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>
04-96-96-961017-7022				
Administrative-Support				
103-502664 Contracts for Operational Services	\$20,000	\$20,000	\$ 11,000	\$5,000

EXPLANATION

This **sole source** contract amendment will add additional funds and extend the project completion date for the continued management of the Seacoast Commuter Options rideshare initiative by three years, which will allow the Department to meet the five year commitments of its Environmental Impact Statement (EIS) for the Newington-Dover construction project on the Spaulding Turnpike. The Seacoast Commuter Options rideshare program has been successfully managed by COAST and this **sole source** contract amendment will maintain current staffing levels and provide continued support for marketing and outreach efforts to provide ride matching services and promote transportation options by encouraging public transit usage, ridesharing, and transportation alternatives in the Seacoast region. These efforts and extended completion date will meet the Department's EIS requirements and sustain this program through Fall 2018, which is the current completion date of all other Newington-Dover EIS transit projects.

The Environmental Impact Statement (EIS) for the Newington-Dover project to improve the Spaulding Turnpike included a commitment to increase the existing transit service in the Seacoast region operated by COAST and UNH Wildcat Transit, providing an enhanced transit option for commuters between Rochester/Dover and Portsmouth and Durham and Portsmouth. This commitment followed an extensive scoping process, including public involvement, to determine the most effective measures to mitigate congestion in the corridor. The sources of funds available for this contract amendment are Congestion Mitigation and Air Quality (CMAQ) funds administered directly by the Federal Transit Administration (FTA) for 80% of the project costs and Turnpike Funds for 20% of project costs. The contract amendment will span portions of four State Fiscal years and has been broken out accordingly. CMAQ funds have been transferred to FTA for the 80% portion of this project and

COAST will work directly with FTA to access the Federal share. The funds in this amendment are Turnpike Funds and will be used to provide the 20% match to the CMAQ funds.

All other provisions of the agreement shall remain in effect.

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

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

## AMENDMENT TO AGREEMENT

### COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION (COAST) SEACOAST COMMUTER OPTIONS PROJECT

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Cooperative Alliance for Seacoast Transportation (COAST) on October 17, 2012, (Item #87 ) effective upon Governor and Council approval (October 17, 2012) through December 31, 2015;

WHEREAS, the Contractor, COAST and NHDOT have agreed to amend certain provisions of the agreement;

WHEREAS, Section 1.7 Completion Date, of the P-37 form is December 31, 2015 and NHDOT wishes to amend the date to December 31, 2018;

WHEREAS, Section 1.8 Price Limitation, of the P-37 form is \$80,483 and NHDOT wishes to increase the contract amount by \$56,000 amending the total contract amount to \$136,483;

WHEREAS, Scope of Services, A.1 reads, "The funds included in this agreement will provide the required 20% matching funds for CMAQ funds for operating expenses for a period of three years from the start of operation, within the Contract Price limitation.";

WHEREAS, Scope of Services, A.2 reads, "The Contractor will provide staff support, office space and marketing and outreach to operate the Seacoast Commuter Options program for three years that will be reimbursed with CMAQ funds and the funds identified in Exhibit B."  
and

"Matching funds represent 20% of the operating cost of the service for three years of operation.";

WHEREAS, Exhibit B Budget, B.1 has a contract price of \$80,483;

WHEREAS, Exhibit B Budget, B.3 reads, "Contract completion date will be three years from the initiation of this project and no later than December 31, 2015."

#### **RESOLVED, that the agreement be amended as follows:**

Section 1.7 Completion Date, of the P-37 form is amended from December 31, 2015 to December 31, 2018.

Section 1.8 Price Limitation, of the P-37 form is amended to include an additional \$56,000 of funding amending the total contract amount from \$80,483 to \$136,483.

Scope of Services, A.1 is amended to read, "The funds included in this agreement will provide the required 20% matching funds for CMAQ funds for operating expenses for a period of five years from the start of operation, within the Contract Price limitation."

Scope of Services, A.2 is amended to read, "The Contractor will provide staff support, office space and marketing and outreach to operate the Seacoast Commuter Options program for **five** years that will be reimbursed with CMAQ funds and the funds identified in Exhibit B."  
and

"Matching funds represent 20% of the operating cost of the service for **five** years of operation."

Exhibit B Budget, B.1 contract price is amended from \$80,483 to \$136,483 which includes \$28,000 of SFY 2016 Turnpike funds and \$28,000 of SFY 2017 Turnpike funds.

Exhibit B Budget, B.3 is amended to read "Contract completion date will be **five** years from the initiation of this project and no later than December 31, 2018."

All other provisions of the agreement shall remain in effect.

**Cooperative Alliance for Seacoast Transportation**

By: Rad Nichols Date: 10/28/15

Title: Executive Director

Signature: [Handwritten Signature]

County of Stafford

On this the 28th day of October, 2015, before me, Heather Hesse-Stromberg the undersigned officer, personally appeared Rad Nichols, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he has executed the same for the purposes therein contained.

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

HEATHER HESSE-STROMBERG, Notary Public  
State of New Hampshire  
My Commission Expires June 10, 2020

Heather Hesse-Stromberg  
Notary Public/Justice of the Peace

**NH Department of Transportation**

By: Patrick C. Herlihy Date: 10/30/15

Title: Director

Signature: [Handwritten Signature]

**Approved by Attorney General**

By: [Handwritten Signature] <sup>John J. Corbett</sup> Date: 11/23/15

Title: Asst. State Attorney General

Signature: [Handwritten Signature]

**Approved by Governor and Council**

By: [Handwritten Signature] Date: DEC 16 2015

**DEPUTY SECRETARY OF STATE**



## Certificate of Authority

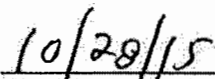
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The Board of Directors of the Cooperative Alliance for Community Transportation (COAST) hereby authorizes COAST Executive Director Rad Nichols to execute a contract extension with the State of New Hampshire Department of Transportation for as described in October 16, 2015 correspondence from New Hampshire Department of Transportation's Public Transportation Transit Grant's Coordinator, Karen Jennison.

The COAST Board of Directors' authorization is so granted under RSA 239:5 and provided to Executive Director Rad Nichols.

THEREFORE: The following warrant that this authorization was granted to COAST Executive Director Rad Nichols by the COAST Board of Directors by majority vote of the Board of Directors at its October 28, 2015 meeting.

  
Kenneth Ortmann  
Chair, COAST Board of Directors

  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2015

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Carrie Morgan PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: cmorgan@crossagency.com
INSURED Cooperative Alliance for Seacoast Transportation DBA: COAST 42 Sumner Drive Dover NH 03820	INSURER(S) AFFORDING COVERAGE INSURER A: PLI Ins Co NAIC # 13056 INSURER B: RLI Insurance Co. INSURER C: Lloyds of London INSURER D: Philadelphia Indemnity INSURER E: Ryan Turner Specialty INSURER F:

COVERAGES CERTIFICATE NUMBER: 15-16 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	LGP0014451	12/1/2015	11/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000
D	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Employee Dishonesty		PHPKL262675	11/01/2015	11/01/2016	PRODUCTS - COMPROP AGG \$ 5,000,000 Employee Dishonesty \$ 500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		LPB0016981 Un/underinsured included in combined single limit	12/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		LYB0010391	12/1/2015	11/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Abuse & Molestation		B1230FC02261A15	11/1/2015	11/1/2016	Aggregate/per victim \$1 Mil/\$1 Mil
E	Public Official Bond		0292-3172	11/1/2015	11/1/2016	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Policies listed have a cancellation provision of 30 days, with the exception of cancellation for non-payment which is 10 days. The State of New Hampshire, Department of Transportation, is an Additional Insured with respect to Commercial General Liability only.

## CERTIFICATE HOLDER

## CANCELLATION

The State of New Hampshire  
Department of Transportation  
7 Hazen Drive  
PO Box 483  
Concord, NH 03302

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

AUTHORIZED REPRESENTATIVE

Laura Perrin/JSC

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## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Coverage Agreement(s) (also known as the Member Agreement(s)) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, and, or alter the coverage afforded by the Member Agreement(s) except to the extent provided in the Additional Covered Party box or Loss Payee box below, if checked.

THIS IS TO CERTIFY THAT THE ENTITY NAMED BELOW HAS BEEN ISSUED THE MEMBER AGREEMENT(S) FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS, AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Member:</b> COAST <b>Member Number:</b> 311-100103 - 16		<b>Company Affording Coverage (the "Company"):</b>  Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input type="checkbox"/> General Liability (Member Agreement Section III.A)			Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____			Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Excess Liability	
			Aggregate	\$ N/A
<input type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000				\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2015	6/30/2016	Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description:</b> Proof of Coverage				

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the Member, and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees, or agents. Available limits of coverage are shared between the Member and the Additional Covered Party.*	
*Terms in quotes are defined in the Member Agreement.	

<b>Certificate Holder:</b>  State of New Hampshire Department of Transportation PO Box 483  Concord NH 03302	<b>Company</b>  By: <u>Wesley W. Parker</u> Authorized Representative  Date Issued: <u>10/28/2015</u>	Please direct inquiries to:  Kim Brewster 603.230.3359
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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

His Excellency John H. Lynch, Governor  
and the Honorable Council  
State House  
Concord, NH 03301

Bureau of Rail & Transit  
August 27, 2012

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement for an amount not to exceed \$80,483 with the Cooperative Alliance for Seacoast Transportation (COAST), Dover, NH (Vendor #155553), to support a Seacoast Commuter Options rideshare initiative in the Seacoast region, effective upon Governor and Council approval through December 31, 2015. 100% Turnpike funds.

Funding is available as follows: FY 2013  
04-96-96-961017-7514  
Spaulding Turnpike/US 4/NH 16  
400-500870 Hwy. Contract Payments-DOT \$80,483

EXPLANATION

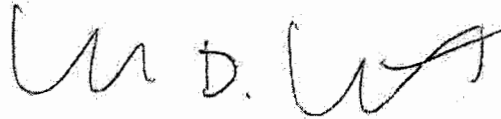
The Environmental Impact Statement (EIS) for the Newington-Dover project to improve the Spaulding Turnpike included a commitment to increase the existing transit service in the Seacoast region operated by COAST and UNH Wildcat Transit, providing an enhanced transit option for commuters between Rochester/Dover and Portsmouth and Durham and Portsmouth. This commitment followed an extensive scoping process, including public involvement, to determine the most effective measures to mitigate congestion in the corridor. This project will fund the management of a Seacoast Commuter Options rideshare initiative for the Seacoast region providing staff support, office space and marketing and outreach to provide ride matching services and promote transportation options by encouraging public transit usage, ridesharing, and transportation alternatives.

An application for funding for this project was approved by the Congestion Mitigation and Air Quality (CMAQ) Advisory Committee through a competitive process, and the required 20% match will be provided by Turnpike funds from the Newington-Dover project. CMAQ funds have been transferred to the Federal Transit Administration (FTA), and COAST will apply directly to FTA for the Federal share of the project. The funds in this agreement will be used to match CMAQ funds to manage the project.

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

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.  
Commissioner

Attachments



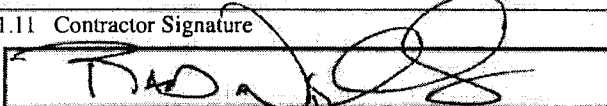
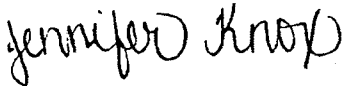
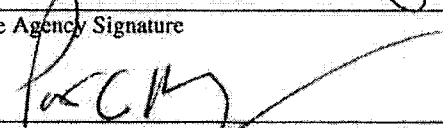
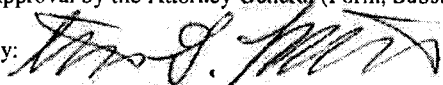

Subject: COAST - Turnpike Matching Funds for Seacoast Commuter Options

FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>New Hampshire Department of Transportation</u>		1.2 State Agency Address <u>7 Hazen Drive, PO Box 483, Concord NH 03302-0483</u>	
1.3 Contractor Name <u>Cooperative Alliance for Seacoast Transportation</u>		1.4 Contractor Address <u>42 Sumner Drive, Dover NH 03820</u>	
1.5 Contractor Phone Number <u>603-743-5777</u>	1.6 Account Number <i>BW</i> <u>04-96-96-961017-7514-400</u>	1.7 Completion Date <u>December 31, 2015</u>	1.8 Price Limitation <u>\$80,483.00</u>
1.9 Contracting Officer for State Agency <u>Shelley Winters, Public Transportation Administrator</u>		1.10 State Agency Telephone Number <u>603-271-2468</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Rad Nichols, Executive Director</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>8/16/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		JENNIFER A. KNOX, Notary Public My Commission Expires April 9, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jennifer Knox, notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Patricia C. Herlihy, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>9/25/12</u>			
1.18 Approval by the Governor and Executive Council By:  <b>DEPUTY SECRETARY OF STATE</b> <b>OCT 17 2012</b>			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials

Date 8/14/2

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials

Date

*Red*  
Date 1/21/12

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

A.1. The Contractor will manage a Seacoast Commuter Options rideshare initiative for the Seacoast region as approved for funding through the Congestion Mitigation and Air Quality program. The funds included in this agreement will provide the required 20% matching funds for CMAQ funds for operating expenses for a period of three years from the start of operation, within the Contract Price limitation. CMAQ funds will be provided in a separate grant to COAST from the Federal Transit Administration. Payment of the funds in this agreement is contingent on COAST obtaining grant approval from the Federal Transit Administration.

A.2. The Contractor will provide staff support, office space and marketing and outreach to operate the Seacoast Commuter Options program for three years that will be reimbursed with CMAQ funds and the funds identified in Exhibit B. This project will provide ride matching services and promote transportation options by encouraging public transit usage, ridesharing, and transportation alternatives. Matching funds represent 20% of the operating cost of the service for three years of operation.

Revisions to the above services may be made only with prior written approval of NHDOT.

**EXHIBIT B**  
**BUDGET**

B.1. The Contract price, as defined in Section 1.8 of the General Provisions, is the Turnpike fund portion of the project. Turnpike matching funds are provided for 20% of operating expenses for the first three years of operation. The budget for operating funds may be adjusted by the Contractor with the prior written approval of the Department.

**Contract Price           \$80,483**

B.2. The Contractor may seek reimbursement for these funds by submitting an invoice to the Department's Bureau of Rail & Transit no more than once per month. The invoice will include verification of total expenditures for eligible operating expenses for the invoice period.

B.3 Contract completion date will be three years from the initiation of this project, and no later than December 31, 2015.



**EXHIBIT C**  
**SPECIAL PROVISIONS**

COAST does not need a Certificate of Good Standing because it is a public body created by RSA 239:2.

The State of New Hampshire, Department of Transportation has accepted the General Liability insurance of \$1,000,000 per occurrence, \$1,000,000 General Aggregate and \$9,000,000 per occurrence umbrella liability for COAST in fulfillment of the requirements of Section 14.1.1 General Liability Insurance of the P-37 form.



## Certificate of Vote & Authority

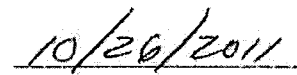
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The Board of Directors of the Cooperative Alliance for Seacoast Transportation (COAST) hereby authorizes the COAST Executive Director Rad Nichols to execute agreements as may be necessary with various organizations, municipalities, states and the federal government.

The COAST Board of Directors' authorization is so granted under RSA 239:5 and provided to Executive Director Rad Nichols.

The following warrant that this authorization was granted to Executive Director Rad Nichols by the COAST Board of Directors, by majority vote of the members at its October 26, 2011 meeting.

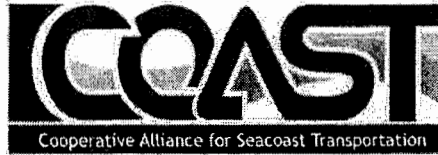
  
\_\_\_\_\_  
Jon Frederick  
Chairman, COAST Board of Directors

  
\_\_\_\_\_  
Date

**Action Item #3: Authority to Execute Agreements**

As has traditionally been the case, COAST's Executive Director continues to need to enter into agreements with various organizations, municipalities, states and the federal government. Oftentimes, an Agreement between COAST and said organizations is required to ensure the release of funds to COAST. In some cases, COAST must provide a notarized Certificate of Vote/Authority demonstrating this authority.

**Action Required:** *That the Board of Directors authorize the Executive Director to enter into agreements with various organizations, municipalities, states and the federal government, as necessary, for COAST.*



August 16, 2012

Ms. Karen Jennison  
Transit Grants Coordinator  
Bureau of Rail & Transit, NHDOT  
7 Hazen Drive, P.O. Box 483  
Concord, NH 03302-0483

Dear Ms. Jennison,

This is to certify that the Certificate of Vote and Authority, granted to Executive Director Rad Nichols in order to execute grants and agreements on behalf of COAST, authorized by the COAST Board of Directors on October 26, 2011 remains in full force and effect.

Should there be any questions about this certification, please do not hesitate to contact me at (603) 743-5777. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bogle", is written over a horizontal line.

Scott Bogle  
Interim Chairman, COAST Board of Directors

A handwritten signature in black ink, appearing to read "Jennifer A. Knox", is written over a horizontal line.

JENNIFER A. KNOX, Notary Public  
My Commission Expires April 9, 2013

Attachment



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/8/2012

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

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

<b>PRODUCER</b> FIAI/Cross Ins-Manchester One Wall Street  Manchester NH 03101	<b>CONTACT NAME:</b> Carrie Morgan, CIC <b>PHONE (A/C No. Ext):</b> 603-669-3218 <b>E-MAIL ADDRESS:</b> cmorgan@crossagency.com	<b>FAX (A/C No.):</b> 603-645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cooperative Alliance for Seacoast Transportation 42 Sumner Drive Dover NH 03820	<b>INSURER A:</b> Philadelphia Indemnity Ins Co	<b>NAIC #</b> 18058
	<b>INSURER B:</b> MEMIC Indemnity Company	<b>11030</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL11111556880      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	PHPK792228	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	X		PHPK792228	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist Bi single \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BINDER [WC]	11/1/2011	11/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The Policies listed have a cancellation provision of 30 days, with the exception of cancellation for non-payment which is 10 days. The State of New Hampshire, Department of Transportation, is an Additional Insured with respect to Commercial General Liability only.

### CERTIFICATE HOLDER

The State of New Hampshire  
 Department of Transportation  
 7 Hazen Drive  
 PO Box 483  
 Concord, NH 03302

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
 Laura Perrin/CM2 *Laura Perrin*