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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Highway Design
March 16, 2022

REQUESTED ACTION

Authorize the Department of Transportation to enter into a Project Agreement, project # 42877, with Dartmouth Transportation Company, Inc. (Vendor 174313), Concord, NH, to allow the Department to bill Dartmouth Coach for costs associated with improvements to the I-89 Exit 12 New London Park and Ride lot, effective upon Governor and Council approval and continuing through engineering design, construction, inspection, and final acceptance of the completed project, in accordance with the Department's 10-Year Transportation Improvement Plan (Project costs will be shared by the Department and by Dartmouth Coach of 10% or up to \$70,000.00 of the total project costs). 100% Private Local Funds

The revenue will be recorded in:

FY2023

04-096-096-963515-30540000

Consolidated Federal

005-402851 Primary Local Match

\$70,000.00

EXPLANATION

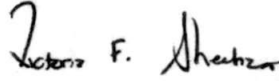
This project is part of the State's Ten Year Transportation Improvement Plan. The project proposes to expand the I-89 Exit 12 New London Park and Ride lot and includes preliminary design, final design and construction activities. The project (New London 42877) is planned for construction in 2022-2023 with an estimated project cost of \$700,000.00.

The Agreement, after approval by Governor and Council, allows the Department to bill Dartmouth Transportation Company, Inc. for its share of costs for engineering design and applicable construction work incurred by New Hampshire. Dartmouth Transportation Company, Inc.'s share of costs for the project is 10% or \$70,000.00 of the project costs, whichever is lower, as stated in the Agreement. The Department will be responsible for the remaining balance of this project, which was included in the current Ten Year Plan (2021-2032). In the event that Dartmouth Transportation Company, Inc.'s funds become unavailable, General Funds will not be requested to support this project.

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

It is respectfully requested that authority be given for this Project Agreement, as outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

PROJECT AGREEMENT

FOR

DARTMOUTH TRANSPORTATION COMPANY, INC.

STATE VENDOR #: 174313
STATE PROJECT #: 42877
FEDERAL PROJECT #: X-A004(976)

This Agreement is entered into this 1 day of MARCH, 2022, between the New Hampshire Department of Transportation (hereinafter referred to as the "Department") and the **Dartmouth Transportation Company, Inc.** (hereinafter referred to as the "Company"), collectively referred to as the "Parties".

WITNESSETH that,

WHEREAS, the Department intends to construct a project in New London along NH Routes 11/103A, currently identified as a federally-funded roadway project, New London 42877, to expand the existing New London Park and Ride by approximately fifty (50) parking spaces. (hereinafter referred to as the "Project"); and

WHEREAS, the Project is a result of the successful 2019 Congestion Mitigation Air Quality (CMAQ) Grant application submitted by the Department's Bureau of Rail and Transit, which included the Company's letter of support committing to 10 percent of the matching funds up to \$70,000.00 for the Project; and

WHEREAS, the existing New London Park and Ride and expansion improvements are entirely contained within the I-89 Limited Access Right-of-Way and the NH Route 103A Controlled Access Right-of-Way; and

WHEREAS, the Project has been included in the 2021-2030 Ten-Year Plan; and

WHEREAS, the Commissioner of the Department has full authority to regulate and improve the use of park and ride facilities pursuant to RSA 228:102 and 228:105; and

WHEREAS, the costs associated with the Project are currently estimated at approximately \$700,000 in State fiscal years 2021 and 2022; and

WHEREAS, all costs for the Project as described above are to be shared by the Department and the Company with the project funding and target advertisement date as represented in the table below;

Ad Year: FY 2022	Department Share 90%	Company Share 10%	Total Budget
Current Day Estimate	\$630,000 (\$560,000 Federal Funds plus \$70,000 due to Turnpike Toll Credits)	\$70,000	\$700,000

NOW, THEREFORE, in consideration of the above premises, the Parties mutually agree to the following:

DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT

1. The Department shall design and construct the Project. All work associated with construction of these facilities will be in accordance with Department specifications.
2. The Department will assume control and management of the engineering, right-of-way appraisals and acquisitions, environmental efforts including any necessary permitting, and construction of the Project.
3. The Department will be responsible for the management and operation of the work zone throughout the duration of the active construction phase of the Project.
4. The Department will be responsible for operation and maintenance of any traffic control devices and or signals.

DUTIES AND RESPONSIBILITIES OF THE COMPANY

5. The Company will offer commentary and input on the design of the Project. The Company agrees to assign employees to provide direct input and communicate progress to the Company. The Department will consider all input, but has the ultimate approval authority.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

6. The engineering design for the project will be in accordance with applicable Federal and State standards. It is understood that modifications may be required to the current design based on changes in current traffic patterns, environmental regulations and other requirements.
7. All right-of-way (ROW) shall be acquired in fee in the name of the State.
8. Notwithstanding the requirements herein, it is further understood that neither the Department, nor the Federal Highway Administration, will be responsible for any expenses or costs incurred by the Company under this Agreement unless expressly authorized by the Department prior to the work being performed.
9. The estimated cost of the Project is \$700,000, which assumes design, environmental review and permitting, public outreach and coordination, construction of the park and ride expansion pavement, base materials, grading, drainage, lighting, security, landscaping, pavement markings, and other incidental construction items. Indirect costs of 10% will be charged for all eligible project costs and shall be included in the overall Project costs. Eligible Project costs shall include those expenses incurred in the Preliminary Engineering, Right of Way, and Construction phases and shall be funded as follows:
 - Department (90%) = \$630,000
 - Company (10%) = \$70,000
 - Total Project (100%) = \$700,000

The Company's contributions to the Project are 10% of Total Project Costs or \$70,000, whichever is lower. The Department will invoice the Company for eligible project costs for Preliminary Engineering, Right of Way, Construction, and indirect costs upon acceptance of the low-bid

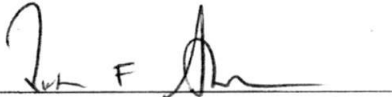
contractor's proposal. The Project's advertisement date is scheduled for July 19, 2022 with anticipated bid approval in August, 2022.

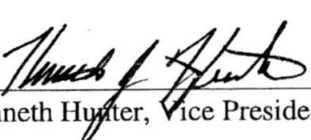
10. The Company shall defend, indemnify and hold harmless the Department and the State, and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the Company or its subcontractors in carrying out the provisions of this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State or the Department, which immunity is hereby reserved. This covenant shall survive the termination of this Agreement.
11. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein, and supersedes and replaces all previous agreements, whether written or oral, pertaining to the subject matter hereof. Any changes to this Agreement must be made by written amendment executed by authorized representatives of the parties.

IN WITNESS WHEREOF, the Parties here have affixed their signatures, the Dartmouth Transportation Company, Inc., New Hampshire, on this 1 day of March, 2022, and the New Hampshire Department of Transportation on this 15th day of April, 2022.

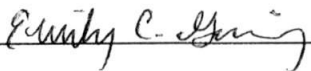
**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

**DARTMOUTH TRANSPORTATION
COMPANY, INC.**

BY: 
Victoria F. Sheehan, Commissioner

BY: 
Kenneth Hunter, Vice President

Approved by Attorney General

By:  Date: 4/15/2022

Print Name and Title: _____

Approved by Governor and Executive Council

G&C Item number: _____ G&C Meeting Date: _____

DARTMOUTH TRANSPORTATION COMPANY, INC.

CERTIFICATE OF VOTE

I, Harry W. Blunt, hereby certify that I am the President of Dartmouth Transportation Company, Inc.

I hereby certify the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on March 1, 2022 at an office of the corporation in Concord, New Hampshire, at which a quorum of the Board was present and voting.

VOTED: That Kenneth J. Hunter, as Vice President of said corporation, is hereby authorized and empowered to execute all documents between the State of New Hampshire, and its subdivisions, and Dartmouth Transportation Company, Inc. relating to the corporation's Service Agreement, New London Park and Ride Lot and further authorizing said officer to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of March 1, 2022.



A handwritten signature in cursive script, appearing to read "Harry W. Blunt".

Harry W. Blunt
President
Dartmouth Transportation Company, Inc.

Subscribed and sworn before me this 1st day of
March 2022.

A handwritten signature in cursive script, appearing to read "Kelsea J. Hale".

Kelsea J Hale
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 11/25/2024

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DARTMOUTH TRANSPORTATION COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 31, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 222871

Certificate Number: 0005750090



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2022.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2021

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Jennifer Letendre	
	PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: jletendre@rowleyagency.com	
INSURED Dartmouth Transportation Company 7 Langdon Street Concord NH 03301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Interstate Insurance Co	32620
	INSURER B: Acadia Insurance Co.	31325
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: DART

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 <input checked="" type="checkbox"/> Primary GL layer	<input checked="" type="checkbox"/>		YPP1107620-15	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			YPP1107620-15	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Excess of primary auto only			EACH OCCURRENCE \$ 9,900,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0			YEX1107620-15 YEX1107621-15			AGGREGATE \$ 9,900,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	Sect 3A: NH, MA, ME, NY	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
				WCA5326280-14			E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The State of New Hampshire, Dept. of Transportation, is an additional insured for liability only when required by written contract.

CERTIFICATE HOLDER

(603) 271-6767

State of New Hampshire
Department of Transportation
7 Hazen Dr.
Concord, NH 03301-0483

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

Robert Simpson/JLP

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2022

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	INSURER(S) AFFORDING COVERAGE	
INSURED Dartmouth Transportation Company 7 Langdon Street Concord NH 03301	INSURER A: National Interstate Insurance Co	
	INSURER B: Acadia Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22-23 Dart

REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			YPP1107620-14	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Primary GL layer	X					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY			YPP1107620-14	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 100,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			Excess of primary auto only			EACH OCCURRENCE \$ 9,900,000
	<input checked="" type="checkbox"/> EXCESS LIAB			YEEX1107620-16			AGGREGATE \$ 9,900,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0			YEEX1107621-16	5/1/2022	5/1/2023	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA5326280-14	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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State of New Hampshire
 Department of Transportation
 7 Hazen Dr.
 Concord, NH 03301-0483

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AUTHORIZED REPRESENTATIVE

E Prindiville/ESP

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