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**Victoria F. Sheehan**  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



**William Cass, P.E.**  
Assistant Commissioner

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

Bureau of Rail & Transit  
April 25, 2018

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract amendment with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203), Concord, NH, to increase the contract amount by \$106,835 from \$1,337,487 to \$1,444,322 for coordinated transportation services for seniors and individuals with disabilities in Belknap and Merrimack Counties and procurement of capital equipment. This authorization is effective upon Governor and Council approval or July 1, 2018, whichever is later, through June 30, 2019. The original agreement was approved by Governor and Council on June 7, 2017, Item #37. 100% Federal Funds.

Funding is available as follows:

	<b><u>FY 2019</u></b>
04-96-96-964010-2916 Public Transportation	
072-500575 Grants to Non-Profit-Federal	\$106,835

**EXPLANATION**

On December 28, 2017, the Department announced the availability of Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program funds (Section 5310 Formula) for a one year period to support coordinated transportation services in the nine NH Regional Coordination Council (RCC) regions. The available funds were allocated by region according to a formula based on regional populations of residents over 65 and those between the ages of 5-64 with disabilities. Each individual Regional Coordinating Council was responsible for conducting its own project solicitation, evaluation, and prioritization and then submitting one regional application, through an approved lead agency, to the Department for eligible Section 5310 Formula Funds projects. As required by FTA, all projects are identified in a locally developed coordinated public transit-human services transportation plan. This contract amendment is based on the availability of FTA Section 5310 Formula funds that the Department has sub allocated to each RCC through a formula apportionment for State Fiscal Year 2019. Since Community Action Program Belknap-Merrimack Counties, Inc. (CAP Belknap-Merrimack Counties) has been designated by the Region 3 Mid-State region RCC as the lead agency for Section 5310 Formula funded projects, this contract is proposed to be amended to include additional allocated funds for SFY 2019 activities in Region 3, which consists of primarily Belknap and Merrimack Counties.

CAP Belknap-Merrimack Counties is a recipient of both Section 5311 Formula funds and Section 5310 Formula funds to assist in the provision of transportation services for the general public and seniors and individuals with disabilities in Belknap and Merrimack Counties. The Department entered into a two-year contract with CAP

Belknap-Merrimack Counties for the period July 1, 2017 to June 30, 2019 and included SFY 2018 and 2019 Section 5311 Formula funds and SFY 2018 Section 5310 Formula funds. SFY 2019 Section 5310 Formula funds were not originally included in the contract agreement as the Department and the State Coordinating Council for Community Transportation in New Hampshire (SCC) have been meeting to assess the use of 5310 Formula funds by the RCCs and make recommendations for their future use. Since discussions continue to be ongoing, the Department is requesting Section 5310 Formula funds for SFY 2019 to continue ongoing services for the remainder of the contract period. The Department has sub allocated available 5310 Formula funds to each RCC for SFY 2019 and separate contracts for each RCC will be submitted. This contract amendment is reflective of the allocation made available to Region 3, which CAP Belknap-Merrimack Counties represents, and provides \$92,435 (80% Federal) for SFY 2019 activities. The twenty percent (20%) required match to leverage the Federal funds will be provided by cash match through CAP Belknap-Merrimack Counties.

CAP Belknap-Merrimack Counties has also been awarded FTA Section 5339 Bus and Bus Facilities program funds in the amount of \$14,400 for the purchase of capital equipment.

The Department released a public notice on October 6, 2017 announcing the availability of funding from the FTA Section 5339 Bus and Bus Facilities program. Proposals were solicited from eligible public agencies, private nonprofit organizations, and private providers engaged in public transportation services. Five transit agencies applied by the November 17, 2017 deadline and four transit agencies were awarded funds for eligible projects. COAST was the transit agency that was not awarded 5339 formula funds through this solicitation as it was announced on April 5, 2018 that COAST, through a discretionary application submitted by NHDOT, was awarded \$1.2M of funding from FTA's discretionary 5339(b) Buses and Bus Facilities Infrastructure Investment Program. These discretionary funds awarded to COAST were for the same vehicles that COAST had requested through NHDOT's 5339 solicitation. The four transit agencies awarded funding are: Advance Transit, Inc., CAP Belknap-Merrimack Counties, Southwestern Community Services and Manchester Transit Authority.

Section 5339 funding awarded to CAP Belknap-Merrimack Counties is for the procurement of on-board technology equipment which includes, but is not limited to a fixed route stop announcement system, electronic destination sign, and GPS tracking. The total project cost for the equipment is \$18,000, which includes \$14,400 (80%) FTA 5339 funds and \$3,600 (20%) agency match. CAP Belknap-Merrimack Counties, Inc. will procure the capital equipment following Federal procurement guidelines.

The project evaluation committee consisted of three Department staff from the NHDOT Bureau of Rail and Transit: Fred Butler (Public Transportation Administrator), Karen Jennison (Transit Grants Coordinator), and Michael Pouliot (Transportation Specialist). Each reviewer evaluated and scored applications based on criteria as indicated in the application materials. Each application met the Department's criteria for inclusion in its public transit funding plan. The selected projects will be awarded separate amounts for the aforementioned transit systems. The evaluation matrix and scores are provided below for reference:

1	This capital request describes how it effectively addresses a demonstrated community need.	10%
2	The applicant has the fiscal and technical capacity and adequate budget to operate service associated with this capital request.	15%
3	The applicant has successful experience in providing transportation services.	15%
4	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government. (e.g., letters of support, willing to provide local match above minimum required, etc.)	10%
5	Is the request for a replacement or expansion? If replacement, has the existing vehicle or facility to be replaced met its useful life?	10%

6	The applicant articulates a long-term commitment to continue the project beyond the availability of the requested grant funds, e.g., ongoing maintenance costs.	10%
7	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours, costs, and fare recovery. New applicants must demonstrate the ability to measure performance and achieve goals.	15%
8	The applicant complies with relevant Federal and state regulations, and has a history of compliance with regulations and reporting requirements. New applicants must demonstrate sufficient resources for compliance.	15%
		100%

Transit System	Average Score
Advance Transit	89.0%
Southwestern Community Services	85.7%
Manchester Transit Authority	82.2%
Community Action Program Belknap-Merrimack Counties	76.8%

**Note: The selected projects met the Department's criteria for inclusion in its SFY 2018-2019 public transit funding plan and will be awarded separate amounts for the aforementioned transit systems. Funds made available for Manchester Transit Authority will be directly administered by FTA and managed by Manchester Transit Authority.**

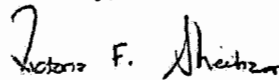
In the event that Federal funds become unavailable, general funds will not be requested to support this program.

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 amendment are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to the 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



Victoria F. Sheehan  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**

G+C #37  
date 6-7-17



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Rail & Transit  
April 28, 2017

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an agreement with Community Action Program Belknap-Merrimack Counties, Inc. (Vendor 177203), Concord, NH, for an amount not to exceed \$1,337,487 for public transportation services in the Concord area, for the period July 1, 2017 through June 30, 2019, effective upon approval by Governor and Council. 100% Federal Funds.

Funding for this agreement is available in the State fiscal year 2018 and 2019 budget, contingent upon the availability and continued appropriation of funds, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2018</u>	<u>FY 2019</u>
04-96-96-964010-2916 Public Transportation		
072-500575 Grants to Non-Profits-Federal	\$720,457	\$617,030

**EXPLANATION**

The Department has approved requests for Federal Transit Administration (FTA) funding from Community Action Program Belknap-Merrimack Counties, Inc. to assist in the provision of public transit service. Community Action Program Belknap-Merrimack Counties, Inc. is a private, non-profit organization that provides rural public transportation, including transportation for seniors and individuals with disabilities, in Concord as Concord Area Transit (CAT). This agreement combines three separate FTA grant programs as follows: Section 5311 Formula Grants for Rural Areas Program - \$1,223,060, Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities formula funds - \$78,117 and Section 5339 Bus and Bus Facilities program - \$25,310. The details of each grant request are provided below.

The bus schedule for Concord Area Transit is attached to this Agreement.

The Department's proposed FY 2018 and 2019 operating budget includes funds from the FTA Section 5311 Formula Grants for Rural Areas Program (Section 5311) that provides funds for capital, planning, and operating assistance for public transportation in rural areas with populations of less than 50,000. Community Action Program Belknap-Merrimack Counties, Inc. has provided public transportation utilizing these funds since 1993. The Department has allocated federal funding for the SFY 2018-2019 biennium and the FTA Section 5311 allocation for Community Action Program Belknap-Merrimack Counties, Inc. CAT is \$1,234,060. Community Action Program Belknap-Merrimack Counties, Inc. will provide the required matching funds, 20% for administration and/or capital and 50% for operations.

The Department released a public notice on January 10, 2017 announcing the availability of FTA Section 5311 funds. Applications for requested funding were due on February 21, 2017. The Department received applications for seven (7) rural public transit systems and one application was subsequently withdrawn. Funding was awarded to six (6) public transportation systems as follows:

Transit System	Applicant
Advance Transit (AT)	Advance Transit
Concord Area Transit (CAT)	Community Action Program Belknap-Merrimack Counties
Southwestern Community Services Transportation (SCST)	Southwestern Community Services
North Country Transit (NCT)	Tri-County Community Action Program
Carroll County Transit (CCT)	Tri-County Community Action Program
City Express	VNA at Home Healthcare, Hospice & Community Services

An evaluation committee that consisted of Fred Butler (NH DOT Rail & Transit, Public Transportation Administrator), Michael Pouliot (NH DOT Rail & Transit, Transportation Specialist), and Karen Jennison (NH DOT Rail & Transit, Transit Grants Coordinator) reviewed, evaluated, and scored Section 5311 applications based on criteria as indicated in the application materials and the Department's State Management Plan for FTA programs. Every application met the Department's criteria for inclusion in its SFY 2018-2019 public transit funding plan and will be awarded separate amounts for the aforementioned transit systems. The evaluation matrix and scores are provided below for reference:

	Evaluation Criteria	Weight
1	The proposed service effectively addresses a demonstrated community need, and/or the proposed service is a continuation or expansion of existing services.	15%
2	The applicant has the fiscal and technical capacity and adequate budget to operate its service.	15%
3	The applicant has successful experience in providing transportation services.	15%
4	The application shows coordination with other transportation providers in the service area: public, nonprofit, and for-profit.	10%
5	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government.	10%
6	The applicant demonstrates effort to involve the private sector in the delivery of transportation services.	10%
7	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours, costs, and fare recovery. New applicants must demonstrate the ability to measure performance and achieve goals.	15%
8	The applicant complies with relevant federal and state regulations, and has a history of compliance with regulations and reporting requirements.	10%
		100%

Transit System	Average Score
Advance Transit	90.20%
Community Action Program Belknap-Merrimack Counties Concord Area Transit	85.50%
VNA at HCS City Express	83.30%

Tri-County CAP North Country Transit	80.70%
Southwestern Community Services Southwestern Community Services Transportation	80.30%
Tri-County CAP Carroll County Transit	75.00%

**Note: Every application met the Department's criteria for inclusion in its SFY 2018-2019 public transit funding plan and will be awarded separate amounts for the aforementioned transit systems.**

Community Action Program Belknap-Merrimack Counties, Inc. has also been awarded FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) formula program funds in the amount of \$78,117 for SFY 2018. These Section 5310 funds will fund a Regional Mobility Coordinator position and will expand the hours and days of service provided by the Rural Transportation program, which will offer additional transportation opportunities for seniors and individuals with disabilities in the Mid-State Regional Coordinating Council area. The Section 5310 funds were allocated by region, according to a formula based on regional populations of residents over 65 and those between the ages of 5-64 with disabilities. Each individual Regional Coordinating Council was responsible for conducting its own project solicitation, evaluation, and prioritization and then submitting one regional application for eligible Section 5310 projects through an approved lead agency. The Mid-State Regional Coordinating Council designated Community Action Program Belknap-Merrimack Counties, Inc. as the lead agency to apply for the funds on behalf of the region. As required by FTA, this project is identified in a locally developed coordinated public transit-human services transportation plan. Community Action Program Belknap-Merrimack Counties, Inc. will provide the required 20% matching funds.

Community Action Program Belknap-Merrimack Counties, Inc. has also been awarded FTA Section 5339 Bus and Bus Facilities program funds in the amount of \$25,310 for the purchase of capital equipment.

The Department released a public notice on April 19, 2016 announcing the availability of funding from the FTA Section 5339 Bus and Bus Facilities program. Proposals were solicited from eligible public agencies, private nonprofit organizations, and private providers engaged in public transportation services. Four transit agencies applied by the May 2, 2016 deadline and all four transit agencies were awarded funds for eligible projects. The four transit agencies are: Advance Transit, Inc., Community Action Program Belknap-Merrimack Counties Inc., Tri-County Community Action Program, Inc., and University of New Hampshire (UNH) Wildcat Transit.

Section 5339 funding awarded to Community Action Program Belknap-Merrimack Counties, Inc. is for the procurement of three new fareboxes and a farebox reader system upgrade. The total project cost for the equipment is \$31,637.50, which includes \$25,310 (80%) FTA 5339 funds and \$6,327.50 (20%) agency match. Community Action Program Belknap-Merrimack Counties, Inc. will procure the capital equipment following Federal procurement guidelines.

The project evaluation committee consisted of three Department staff from the NHDOT Bureau of Rail and Transit: Fred Butler (Public Transportation Administrator), Karen Jeunison (Transit Grants Coordinator), and Carol Spottiswood (Transit Project Coordinator). Each reviewer evaluated and scored applications based on criteria as indicated in the application materials. Every application met the Department's criteria for inclusion in its public transit funding plan and will be awarded separate amounts for the aforementioned transit systems. The evaluation matrix and scores are provided below for reference:

1.	This capital request describes how it effectively addresses a demonstrated community need.	10%
2.	The applicant has the fiscal and technical capacity and adequate budget to operate service associated with this capital request.	15%
3.	The applicant has successful experience in providing transportation services.	15%
4.	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government. (e.g., letters of support, willing to provide local match >20%, etc.)	10%

5	Is the request for a replacement or expansion? If replacement, has the existing vehicle or facility to be replaced met its useful life?	10%
6	The applicant articulates a long-term commitment to continue the project beyond the availability of the requested grant funds, e.g., ongoing maintenance costs.	10%
7	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours, costs, and fare recovery. New applicants must demonstrate the ability to measure performance and achieve goals.	15%
8	The applicant complies with relevant Federal and state regulations, and has a history of compliance with regulations and reporting requirements. New applicants must demonstrate sufficient resources for compliance.	15%
		<b>100%</b>

Transit System	Average Score
University of New Hampshire Wildcat Transit	86.80%
Advance Transit	85.50%
Community Action Program Belknap-Merrimack Counties Concord Area Transit	83.70%
Tri-County Community Action Program North Country Transit & Carroll County Transit	82.00%

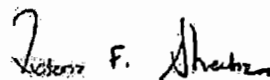
**Note: Every application met the Department's criteria for inclusion in its SFY 2018-2019 public transit funding plan and will be awarded separate amounts for the aforementioned transit systems.**

In the event that federal funds become unavailable, general funds will not be requested to support this program.

The Agreement has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available pending enactment of the Fiscal Year 2018 and 2019 budget. 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

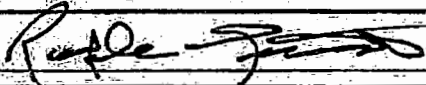
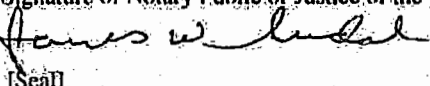
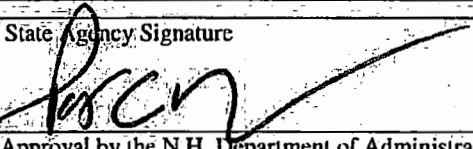
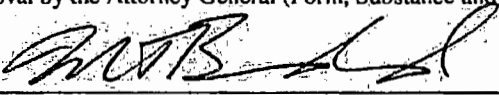
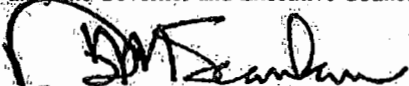
Attachments

Subject: Community Action Program Belknap-Merrimack Counties SFY 2018-2019 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 NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Drive, Concord NH 03302	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address PO Box 1016, 2 Industrial Park Drive, Concord NH 03302	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 04-96-96-964010-2916-072-5	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,337,487.00
1.9 Contracting Officer for State Agency Michelle Winters, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>April 13, 2017</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]		1.13.2 Name and Title of Notary or Justice of the Peace James W. Sudak, Justice of the Peace	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Patrick C. Herlihy Director Aeronautics, Rail and Transit	
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>5/21/17</u>			
1.18 Approval by the Governor and Executive Council By:  <b>DEPUTY SECRETARY OF STATE</b> JUN 07 2017			



**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 AR  
Date 5/13/17

## 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

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.

AP  
9/13/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2017

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).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL: kshaughnessy@crossagency.com ADDRESS:
INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER(S) AFFORDING COVERAGE INSURER A National Union Fire Insurance NAIC # 19445 INSURER B AmGuard Ins Co 42390 INSURER C Hanover Ins Co. INSURER D Chubb Insurance INSURER E: INSURER F:

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 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"/> Including Professional		29-LX-067991165-1	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000
D	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ.JECT <input checked="" type="checkbox"/> LOC OTHER:		82471794	4/1/2017	4/1/2018	PRODUCTS - COMP/OP AGG \$ 2,000,000 Directors & Officers Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	29-CA-084608752-1	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		29-UD-016698261	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	COWC771597 (3a.) NH All officers included	6/17/2016	6/17/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Blanket Crime		BDV1945863	3/27/2017	3/27/2018	Limit 500,000
A	Professional		29-LX-067991165-1	10/1/2016	10/1/2017	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
State of NH, Dept of Transportation is named as an Additional Insured with respect to General Liability and Auto Liability. In accordance with NH law, carrier will give 60 days advance notice of cancellation or non-renewal, except for non-payment which is 10 days.

CERTIFICATE HOLDER State of New Hampshire Dept 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 Talitha Franggos/KS5 <i>Talitha Franggos</i>
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## AMENDMENT TO AGREEMENT

### COMMUNITY ACTION PROGRAM BELKNAP MERRIMACK COUNTIES, INC.

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Community Action Program Belknap Merrimack Counties, Inc. (CAP Belknap-Merrimack Counties) on June 7, 2017, (Item #37) effective July 1, 2017 through June 30, 2019, and this agreement remains in effect;

WHEREAS, the Price Limitation in Section 1.8 of the P-37 form is \$1,337,487;

WHEREAS, Exhibit B describes the budget;

WHEREAS, the Department of Transportation has available Federal funds for the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Formula program (Section 5310 Formula) for Region 3, Mid State;

WHEREAS, the Department of Transportation has available Federal funds for the FTA Section 5339 Bus & Bus Facilities program;

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

Section 1.8, "Price Limitation" of the P-37 form be amended to read \$1,444,322 (increase of \$106,835);

Exhibit B, Budget, shall be amended to include an additional \$92,435 of FTA Section 5310 Formula funds and an additional \$14,400 of FTA Section 5339 Bus & Bus Facilities program funds for State Fiscal Year 2019 for a revised contract total of \$1,444,322.

All other provisions of the agreement shall remain in effect.

Amended Exhibit B, Budget appears as follows:

**EXHIBIT B**

**BUDGET (REVISED)**

B.1 The Contract price, as defined in Section 1.8 of the General Provisions, is the Section 5310, Section 5311 and Section 5339 portion of the eligible project costs. The Federal amount for the Section 5310 contract funds are amended as follows:

<b>SECTION 5311</b>	<b>SFY 2018 CONCORD</b>	<b>SFY 2019 CONCORD</b>
Administration	\$285,472	\$285,472
Capital (PM)	\$77,252	\$77,252
Capital (ADA)	\$127,300	\$127,300
Operating	\$127,006	\$127,006
<b>Sub Total</b>	<b>\$617,030</b>	<b>\$617,030</b>

**SECTION 5310 FORMULA**

<b>Region 3 Mid-State</b>	<b>SFY 2018</b>	<b>SFY 2019</b>
Mobility Management	\$48,117	\$59,242
Operating	\$30,000	\$33,193
<b>Sub Total</b>	<b>\$78,117</b>	<b>\$92,435</b>

<b>SECTION 5339 Bus &amp; Bus Facilities</b>	<b>SFY 2018</b>	<b>SFY 2019</b>
3 each Farebox	\$24,350	
1 each Farebox Reader System Upgrade	\$960	
3 each Onboard Technology Equipment		\$14,400
<b>Sub Total</b>	<b>\$25,310</b>	<b>\$14,400</b>

<b>Total Federal Funds</b>	<b>SFY 2018</b>	<b>SFY 2019</b>
	<b>\$720,457</b>	<b>\$723,865</b>

**REVISED CONTRACT FUNDS = \$1,444,322**

**Community Action Programs Belknap Merrimack Counties, Inc.**

By: Jeanne Agri Date: 4/23/2018

Title: Executive Director

Signature: Jeanne Agri

County of Merrimack

On this the 23 day of April, 2018, before me, Kathy L. Howard, the undersigned officer, personally appeared Jeanne Agri, 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.

Kathy L. Howard  
Notary Public/Justice of the Peace  
KATHY L. HOWARD Notary Public, New Hampshire  
My Commission Expires October 16, 2018

**NH Department of Transportation**

By: Patrick C. Herlihy  
Director  
Aeronautics, Rail and Transit

Date: 4/25/2018

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

Signature: Patrick C. Herlihy

**Approved by Attorney General**

By: Allison Greenstein

Date: 5/30/18

Title: Attorney

Signature: Allison Greenstein

**Approved by Governor and Council**

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

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

# State of New Hampshire

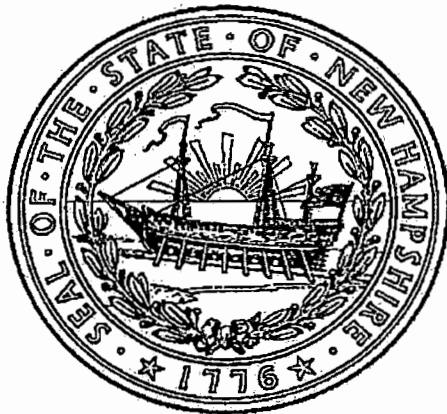
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 63021

Certificate Number: 0004072372



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/18/2018, such authority to be in force and effect until 6/30/2019 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Jeanne Agri, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 23rd day of April, 2018.

Dennis T. Martino  
Secretary-Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 23rd day of April, 2018, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kathy L. Howard  
Kathy L. Howard, Notary Public  
Notary Public/Justice of the Peace

Commission Expiration Date:

KATHY L. HOWARD Notary Public, New Hampshire  
My Commission Expires October 16, 2018

**COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.**

**CORPORATE RESOLUTION**

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

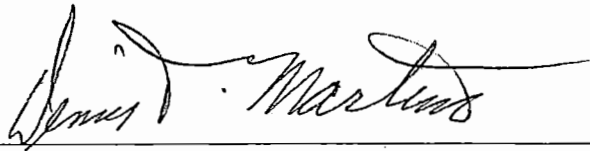
- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
  - Bureau of Elderly and Adult Services for elderly programs
  - Bureau of Homeless and Housing Services for homeless/housing programs
  - Division of Children, Youth, and Families for child care programs
  - Division of Family Assistance for Community Services Block Grant
  - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 18, 2018, and has not been amended or revoked and remains in effect as of the date listed below.

4/23/2018

Date



Dennis T. Martino  
Secretary/Clerk

SEAL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2018

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: Karen Shaughnessy	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Community Action Programs, Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Illinois National Ins. Co.	
	INSURER B: National Union Fire Insurance	19445
	INSURER C: Granite State Health Care and Human	
	INSURER D: Hanover Ins Co.	22292
	INSURER E: Berkshire Hathaway, Inc.	
	INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 17-18 All 18-19 WC/Crime 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			06-LX-067991165-2	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Including Professional						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
D	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			82471794	4/1/2018	4/1/2019	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			29-CA-069971915-0	10/1/2017	10/1/2018	Directors & Officers Liability \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			29-UD-016698260-2	10/1/2017	10/1/2018	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						Uninsured motorist combined \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						EACH OCCURRENCE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	HCHS20180000011			AGGREGATE \$ 5,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N		(3a.) NH			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			All officers included	2/1/2018	2/1/2019	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Blanket Crime			BDV1945863	3/27/2018	3/27/2019	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Malpractice			HN020794	12/30/2017	12/30/2018	Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
State of NH, Dept of Transportation is included as an Additional Insured with respect to General Liability and Auto Liability. In accordance with NH law, carrier will give 60 days advance notice of cancellation or non-renewal, except for non-payment which is 10 days.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Dept 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  T Franggos/JSC <i>Jalitha Franggos</i>

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