



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



17
Bent

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 Rail & Transit
July 18, 2017

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment with Cooperative Alliance for Seacoast Transportation (COAST), Dover, NH (Vendor 155553), to increase the contract amount by \$140,550 from \$2,806,736 to \$2,947,286 and extend the contract completion date from December 31, 2018 to June 30, 2020 for the continued support of expanded transit service in the Seacoast region, effective upon Governor and Council approval through June 30, 2020. The original contract was approved by Governor and Council on December 14, 2011, Item 117. 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.

Table with 4 columns: Item Description, FY 2018, FY2019, FY2020. Row 1: 04-96-96-961017-7022 Administrative-Support. Row 2: 103-502664 Contracts for Operational Services with values \$54,000, \$66,000, \$20,550.

EXPLANATION

This contract amendment will add additional Turnpike funds and extend the project completion date for COAST's expanded transit service between Rochester/Dover and Portsmouth (COAST Route 2) and between Pease Tradeport and Portsmouth (COAST Routes 40/41) to align with the planned completion date of the Department's Newington-Dover construction project. The service 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 expanded regional transit service by COAST has proven to be successful and 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 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

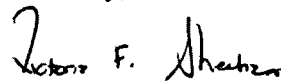
directly through the Federal Transit Administration (FTA). The contract amendment will span State Fiscal years 2018, 2019 and 2020 and Turnpike funds have been broken out accordingly. Through this contract the Department will provide COAST with Turnpike funds, representing 20% of the net operating expense of the transit services, and COAST will access CMAQ funds directly from FTA for the 80% Federal share of the net operating expense of COAST's expanded transit routes 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 will verify the necessary funds are available for State Fiscal year 2018 and 2019 and pending enactment of the Fiscal Year 2020 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,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments

**AMENDMENT TO AGREEMENT**

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION (COAST)**

**EXPANDED TRANSIT SERVICE IN THE SEACOAST REGION**

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation (NHDOT) and Cooperative Alliance for Seacoast Transportation (COAST) on December 14, 2011, (Item #117 ) effective upon Governor and Council approval (December 14, 2011) through December 31, 2018;

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

WHEREAS, Section 1.7 Completion Date, of the form P-37 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 is \$2,806,736 and NHDOT wishes to increase the contract amount by \$140,550 amending the total contract amount to \$2,947,286;

WHEREAS, Scope of Services, paragraph one reads, "The funds included in this agreement will provide the required 20% matching funds for CMAQ funds for capital expenses and operating expenses for a period of three years from the start of operation, and the total of operating expenses for the fourth, fifth years of operation, within the Contract Price limitation."

WHEREAS, Scope of Services, paragraph two reads, "Matching funds represent 20% of the net operating cost of the service (total operating expense less fare revenues) for the first three years of operation and the total net operating cost for the fourth and fifth years of operation."

WHEREAS, Exhibit B Budget, B.1 reads "Turnpike matching funds are provided for 20% of capital expenses and 20% of operating expenses for the first three years of operation and total operating expenses for the fourth and fifth years, subject to the total indicated below.

Capital (6 transit buses or trolley vehicles	\$ 498,648
Operating Expenses	<u>\$2,308,088</u>
Total Turnpike Funds	\$2,806,736

WHEREAS, Exhibit B Budget, B.3 reads, "Contract completion date will be five years from the initiation of the expanded transit service, 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 \$140,550 of Turnpike funding amending the total contract amount from \$2,806,736 to \$2,947,286.

Scope of Services, paragraph one is amended to read, "The funds included in this agreement will provide the required 20% matching funds for CMAQ funds for capital expenses and operating expenses for a period of three years from the start of operation, then total operating expenses through June 30, 2017, and 20% matching funds for CMAQ funds for operating expenses from July 1, 2017 through June 30, 2020, within the Contract Price limitation."

Scope of Services, paragraph two is amended to read, "Matching funds represent 20% of the net operating cost of the service (total operating expense less fare revenues) for the first three years of operation, then total net operating expenses through June 30, 2017, and 20% matching funds for the net operating cost of service from July 1, 2017 through June 30, 2020."

Exhibit B Budget, B.1 is amended to read "Turnpike matching funds are provided for 20% of capital expenses and 20% of net operating expenses for the first three years of operation, **then total net operating expenses through June 30, 2017, and 20% of the net operating cost of service from July 1, 2017 through June 30, 2020**, subject to the total indicated below."

Capital (6 transit buses or trolley vehicles)	\$ 498,648
<b>Operating Expenses</b>	<b><u>\$2,448,638</u></b>
<b>Total Turnpike Funds</b>	<b>\$2,947,286</b>

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: [Signature] Date: 5/2/17

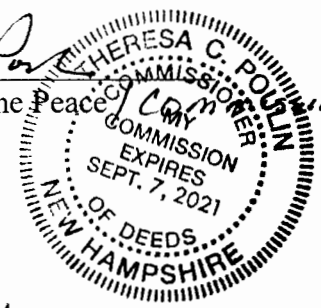
Title: Executive Director

Signature: [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.

[Signature]  
Notary Public/Justice of the Peace of Deeds



**NH Department of Transportation**

By: Patrick C. Herlihy Date: 7/17/17  
Director  
Aeronautics, Rail and Transit

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

Signature: [Signature]

**Approved by Attorney General**

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

Title: Asst. A. G.

Signature: [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.

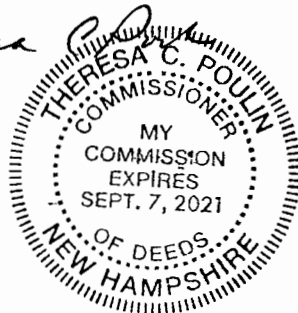
  
Juliet T.H. Walker, Chair  
COAST Board of Directors

5/9/17  
Date

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

*Theresa C. 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).

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
	INSURER(S) AFFORDING COVERAGE
	NAIC #
	INSURER A: RLI Ins Co 13056
INSURED Cooperative Alliance for Seacoast Transportation DBA: COAST 42 Sumner Drive Dover NH 03820	INSURER B: RLI Insurance Co. INSURER C: Lloyds of London INSURER D: Philadelphia Indemnity INSURER E: Ryan Turner Specialty 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 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			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 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 5,000,000 Employee Dishonesty \$ 500,000
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: <u>Employee Dishonesty</u>			PHPK1572696	11/1/2016	11/1/2017	
	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			LFB0016981 Un/underinsured included in combined single limit	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) \$ 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 \$			LXB0010391	11/1/2016	10/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
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



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 and Transit  
November 3, 2011

G+C  
#117  
12/14/11

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an agreement for an amount not to exceed \$2,806,736 with the Cooperative Alliance for Seacoast Transportation (COAST), Dover, NH, (Vendor #155553) to support expanded transit service in the Seacoast region, effective upon Governor and Council approval through December 31, 2018. 100% Turnpike funds.

Funding is available as follows: FY 2012  
04-96-96-961017-7514  
Spaulding Turnpike/US 4/NH 16  
400-500870 Hwy. Contract Payments-DOT \$2,806,736

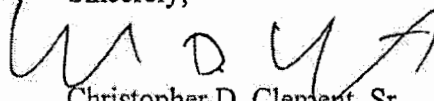
**EXPLANATION**

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 double the frequency of bus service during morning and afternoon peak hours (approximately 6-8 am and 4-6 pm). An application for funding for the COAST and UNH Wildcat Transit expansion 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 COAST agreement will be used to match CMAQ funds to purchase six full-size transit vehicles and support the operating expense of expanding COAST service between Rochester/Dover and Portsmouth (COAST Route 2) and between Pease Tradeport and Portsmouth (COAST Routes 40/41) for a period of three years. Following the three years of eligibility for CMAQ funds, Turnpike funds will be used to pay the net operating expense of the expanded service for an additional two years as committed in the EIS and subsequent Record of Decision for the project. The contract is effective through 2018 to allow sufficient time for procurement of the vehicles prior to beginning the five years of expanded operation.

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 C Sr", written in a cursive style.

Christopher D. Clement, Sr.  
Commissioner

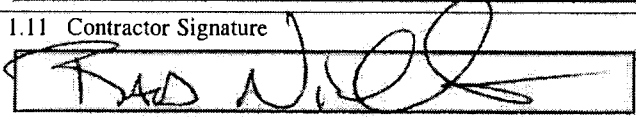

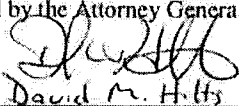
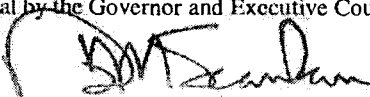
Subject: Cooperative Alliance for Seacoast Transportation FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Department of Transportation</u>		1.2 State Agency Address <u>7 Hazen Drive, Concord, NH 03302</u>	
1.3 Contractor Name <u>Cooperative Alliance for Seacoast Transportation</u>		1.4 Contractor Address <u>42 Sumner Driver, Dover, NH 03820</u>	
1.5 Contractor Phone Number <u>603-743-5777</u>	1.6 Account Number <u>04-96-96-961017-7514-400</u>	1.7 Completion Date <u>December 31, 2018</u>	1.8 Price Limitation <u>\$2,806,736</u>
1.9 Contracting Officer for State Agency <u>Michael P. Pillsbury, PE, Deputy Commissioner</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>Brad Nichols, Executive Producer</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>10/20/2011</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 <u>Jennifer Knox, notary</u> [Seal]			
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>Michael P. Pillsbury, Deputy Commissioner</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>11/15/11</u>			
1.18 Approval by the Governor and Executive Council By:  <b>DEPUTY SECRETARY OF STATE</b> DEC 14 2011			

**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 10/12/00

**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   RAN    
Date   10/26

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**

6/25/2012

The Contractor will provide increased public transportation service in 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 capital expenses and operating expenses for a period of three years from the start of operation, and the total of operating expenses for the fourth and fifth years 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.

The Contractor currently operates transit service between Rochester, Dover, and Portsmouth (COAST Route 2) and between Pease Tradeport and Portsmouth (COAST Route 40/41). This agreement provides funds for the operating expense required to increase the frequency on these routes to half-hour frequency during peak hours. Peak hours are defined as from 6:00 to 8:00 am and 4:00 to 6:00 pm Monday through Friday, but contract funds may be used to pay the operating expenses of routes that begin or end outside of these hours. Matching funds represent 20% of the net operating cost of the service (total operating expense less fare revenues) for the first three years of operation and the total net operating cost for the fourth and fifth years of operation.

The agreement also provides matching funds for 20% of the cost of acquiring a total of six (6) buses or trolley vehicles required to provide the increased transit service. COAST will acquire the vehicles in compliance with Federal Transit Administration procurement standards.

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 eligible project. Turnpike matching funds are provided for 20% of capital expenses and 20% of operating expenses for the first three years of operation and total operating expenses for the fourth and fifth years, subject to the total indicated below. The budget for Capital and Operating funds may be adjusted by the Contractor with the prior written approval of the Department.

Capital (6 transit buses or trolley vehicles)	\$498,648
Operating Expenses	<u>\$2,308,088</u>
<b>Total Turnpike Funds</b>	<b>\$2,806,736</b>

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 capital and operating expenses for the invoice period. Invoices for capital equipment will be accompanied by a statement of capital expenditures to include vendor cost and related capital expenditures.

B.3 Contract completion date will be five years from the initiation of expanded transit service, and no later than December 31, 2018.



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

No modifications, additions and/or deletions to Form P-37, General Provisions.

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



## Certificate of Vote & Authority

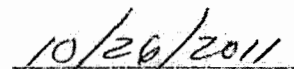
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The Board of Directors of the Cooperative Alliance for Seacoast Transportation (COAST) hereby authorizes the COAST Executive Director Rad Nichols to execute agreements as may be necessary with various organizations, municipalities, states and the federal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

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of 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, extend 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 MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER 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>Participating Member:</b> Cooperative Alliance for Seacoast Transportation <b>Member Number:</b> 311-100103 - 12		<b>Company Affording Coverage (the "Company"):</b> Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617													
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)												
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2011	6/30/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Personal &amp; Adv Injury</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Products - Comp/Op Agg</td><td style="text-align: right;">\$</td></tr> <tr><td>Fire Damage (each fire)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products - Comp/Op Agg	\$	Fire Damage (each fire)	\$
Each Occurrence	\$ 5,000,000														
General Aggregate	\$														
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Med Exp (any one person)	\$														
Products - Comp/Op Agg	\$														
Fire Damage (each fire)	\$														
<input checked="" 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 _____	7/1/2011	6/30/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>Bodily Injury (per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>Property Damage (per accident)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
Each Occurrence	\$ 5,000,000														
Bodily Injury (per person)	\$														
Bodily Injury (per accident)	\$														
Property Damage (per accident)	\$														
<input type="checkbox"/> Excess Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A								
Each Occurrence	\$ N/A														
Aggregate	\$ N/A														
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2011	6/30/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">Per scheduled limits and Member Agreement</td></tr> <tr><td>Coverage A:</td><td style="text-align: right;">Statutory</td></tr> <tr><td>Cov. B: Each Accident</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	Per scheduled limits and Member Agreement		Coverage A:	Statutory	Cov. B: Each Accident	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	\$ 2,000,000		
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Disease - Each Employee	\$ 2,000,000														
Disease - Policy Limit	\$ 2,000,000														
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2011	6/30/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">Coverage A:</td></tr> <tr><td>Cov. B: Each Accident</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	Coverage A:		Cov. B: Each Accident	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	\$ 2,000,000				
Coverage A:															
Cov. B: Each Accident	\$ 2,000,000														
Disease - Each Employee	\$ 2,000,000														
Disease - Policy Limit	\$ 2,000,000														
<b>Description:</b> The State of New Hampshire Department of Transportation is named as Additional Covered Party relative to activities paid for by operating funds and FTA Section 5310 Funds.															

**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 checked="" type="checkbox"/> <b>Additional Covered Party</b>		<input type="checkbox"/> <b>Loss Payee, as his, her or its interests appear</b>	
<i>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.*</i>			
<b>Certificate Holder:</b> State of New Hampshire Department of Transportation PO Box 483 - Bureau of Planning  Concord NH 03302-0483	<b>Companies</b>  <b>By:</b> <i>Debra A. Lewis</i> Authorized Representative <b>Date Issued:</b> 10/6/2011	Please direct inquiries to:  Debra A. Lewis 603.224.7447 x305	

\*Terms in quotes are defined in the Member Agreement.