

52 [Signature]

# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791



JOHN J. BARTHELMES  
COMMISSIONER

March 1, 2017

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

*Sole Source*

### Requested Action

Authorize the Department of Safety, Office of Highway Safety (OHS) to amend its **sole source** contractual agreement with AAA Northern New England, Portland, Maine (VC# 153019-B001) by changing the scope of services to better coordinate the "Slow Down, Move Over" public service announcement dedicated to highway safety. The original contract was approved by Governor and Council on February 15, 2017, item #50. This is a no-cost amendment that is effective upon Governor and Council through September 30, 2017. Funding Source: 100% federal funds.

### Explanation

This amendment is **sole source** because the original contract is sole source. The amendment is necessary due to the sale of WBIN-TV occurring after the original contract approval. On February 23, 2017, WBIN-TV ceased television programming including its NH1 News operations. The original "Slow Down, Move Over" campaign contract included the broadcast of 220 public service announcements (PSAs) on WBIN-TV. This amendment authorizes AAA of Northern New England to coordinate the "Slow Down, Move Over" PSAs on new dates beginning April 1, 2017 and running through September 30, 2017 with a focus on the busy summer driving season. In addition to the revised schedule, the PSAs will be aired on a jumbotron at the NH Motor Speedway during the July and September NASCAR events and at 71 NH Fisher Cats home games.

Respectfully submitted,

*[Signature]*  
John J. Barthelmes  
Coordinator

NH DEPARTMENT OF SAFETY  
Office of Highway Safety  
33 Hazen Drive, Concord, NH 03305

AMENDMENT

This amendment is to an agreement between the Office of Highway Safety, 33 Hazen Drive, Concord, New Hampshire 03305 (hereinafter referred to as the "State") and AAA Northern New England, 68 Marginal Way, Portland, Maine 04104 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), approved by Governor and Council on February 15, 2017, item #50, the Contractor has agreed to provide certain Services per the terms and conditions specified in the Agreement and this Amendment and in consideration of payment by the State of certain sums as specified.

Whereas, pursuant to the provisions of Section 18 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification or amendment by the Governor and Council; and

Whereas the State and the Contractor have agreed to amend the Agreement in certain respects;

Now therefore, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. Amendment and Modification of Agreement. The Agreement is amended and modified as follows:

A) Exhibit A The Services. Amend by adding the following **bold text**:

The Contractor, AAA Northern New England, shall coordinate the "Move Over" Public Service Announcement (PSA) dedicated to highway safety and approved by the Office of Highway Safety to be featured on television and social media **on Governor and Council approval through September 30, 2017**, in an effort to key in on the busy summer driving season.

AAA Northern New England will coordinate this statewide "Move Over" public awareness campaign featuring New Hampshire public safety and transportation officials. AAA Northern New England produced a 30-second PSA, approved by the Office of Highway Safety, that will air on television, web and social media platforms to raise awareness of the State's Move Over law and the need to change driver behavior when approaching a roadside emergency or maintenance. This campaign will enable the PSA to reach every county and approximately 492,770 households in the state.

<b>PSA's on a jumbotron at NH Motor Speedway in July and September and 71 Home Games of the NH Fisher Cats, and on AAA Facebook page</b>	\$12,000.00
WMUR will air on television 36 times and on their website	13,000.00
AAA Northern New England to purchase Facebook advertising space for the "Move Over" PSA to be viewed	3,000.00

AAA Northern New England will incur any costs associated with developing additional materials, props, equipment, etc., as well as managing and conducting the campaign, provided it has **been** given prior written authorization **by the Office of Highway Safety.**

The total cost for New Hampshire's Slow Down Move Over public safety media campaign will not exceed \$28,000.00.

Contracting Initials g/c

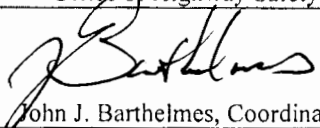

B) Exhibit B Contract Price. In section 5.1.a The State agrees to compensate the Contractor a maximum of \$28,000.00 to cover costs related to carrying out the services as stipulated in Exhibit A.

**BUDGET**

PSAs will be aired at the NH Motor Speedway in July and September, NH  
Fisher Cats 71 Home games and on AAA Facebook page  
WMUR will air on television 36 times and on their website  
AAA Northern New England purchase of Facebook advertising space \$28,000.00

2. Continuance of Agreement. Except as specifically amended and modified by the Terms and Conditions of this First Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this First Amendment.

In witness whereof, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE Office of Highway Safety	AAA Northern New England
 John J. Barthelmes, Coordinator	 Eric Cyr, President

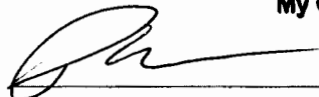
State of Maine  
County of Comberland

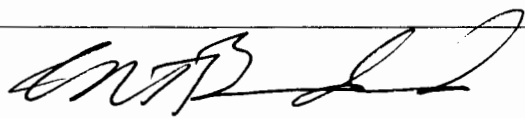
On this 28 day of Feb, 2017, before me Patrick Moody, the undersigned officer, personally appeared Eric Cyr, who acknowledged himself to be the President of AAA Northern New England and that s/he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Eric J Cyr.

In witness whereof, I hereunto set my hand and official seal.

**PATRICK MOODY**  
**NOTARY PUBLIC**  
**State of Maine**  
**My Commission Expires**  
**June 4, 2023**

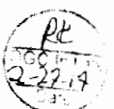
My Commission Expires: 6/4/23

  
Notary Public/Justice of the Peace

Approved as to form, execution, and substance:	
OFFICE OF THE ATTORNEY GENERAL	
Date: <u>4/4/17</u>	Assistant Attorney General

OFFICE OF THE SECRETARY OF STATE	By:
Date:	

Contracting Initials GC  
Date 2/24/17



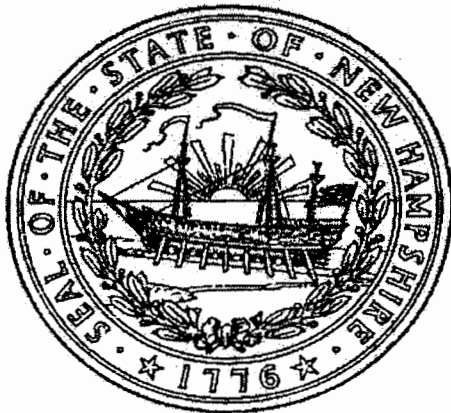
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AAA NORTHERN NEW ENGLAND is a Maine Nonprofit Corporation registered to transact business in New Hampshire on September 11, 2002. 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: 413240



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of December A.D. 2016.

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

William M. Gardner  
Secretary of State

AAA Northern New England  
Officer's Certificate  
and Certificate of Incumbency

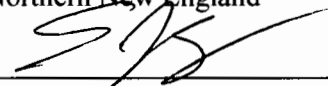
---

The undersigned, Eric J. Cyr, hereby certifies the following as of February 28, 2017:

1. That I am the duly elected and qualified President of AAA Northern New England, a nonprofit mutual benefit corporation created and existing under the laws of the State of Maine (the "Company"), whose corporate headquarters is 68 Marginal Way, Portland, ME 04101.
2. I (an "Authorized Agent") am authorized to execute any documents as required by the State of New Hampshire ("State") in order to give effect to that State of New Hampshire Grant Agreement (Form Number P-37 - version 1/26/15) (the "Agreement") by and between the Company and State, and all transactions thereunder.

AAA Northern New England

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

  
Eric J. Cyr  
President

The undersigned, Gail C. Louis, hereby certifies the following as of this 28th day of February, 2017:

1. That I am the duly elected and qualified Corporate Secretary of the Company.
2. That the following is the true specimen signature of the within named Authorized Agent of said Company, and that such Authorized Agent is now employed by Company, and is duly authorized to execute the Agreement and any document on behalf of the Company in connection with the Agreement:

Officer

Title

Specimen Signature

Eric J. Cyr

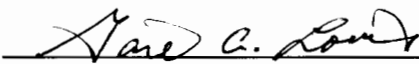
President

  
\_\_\_\_\_

3. That the seal affixed to this certificate is the Corporate Seal of the Company.

**IN WITNESS WHEREOF**, the undersigned has duly set her hand and affixed hereunto the Corporate Seal of the Company this 28th day of February, 2017.

(SEAL)

  
Gail C. Louis  
Corporate Secretary



# CERTIFICATE OF LIABILITY INSURANCE

12/19/2017

DATE (MM/DD/YYYY)

12/29/2016

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

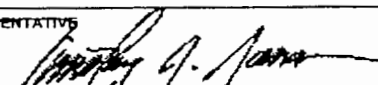
<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No. Ex):</b> _____	<b>FAX (A/C, No.):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Navigators Specialty Insurance Company		36056
<b>INSURER B:</b> Liberty Mutual Insurance Company		23043
<b>INSURER C:</b> Starr Indemnity & Liability Company		38318
<b>INSURER D:</b> Affiliated FM Insurance Company		10014
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**COVERAGES** AUTCL07      **CERTIFICATE NUMBER:** 14440226      **REVISION NUMBER:** XXXXXXXX

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 WYD	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"/> SIR: \$250,000 <input type="checkbox"/> BI/PD Ea. Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	CE16CGL0990011C	12/19/2016	12/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	N	N	AS2-661-004026-106	12/19/2016	12/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll Ded. \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	1000011502	12/19/2016	12/19/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
D	Property-incl. Business Income (Special Form)	N	N	SX488	12/19/2016	12/19/2017	Blanket Limit: \$500,000,000

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

<b>CERTIFICATE HOLDER</b> 14440226 New Hampshire Department of Safety Office of Highway Safety 33 Hazen Drive, Room 109A Concord NH 03305	<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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



AUTOCLU-01

PEAL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/13/2017

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

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

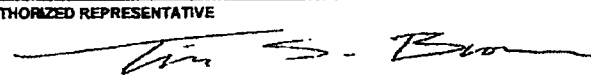
<b>PRODUCER</b> D.L.D. Insurance Brokers, Inc. Lic#0D25325 17712 Mitchell North Irvine, CA 92614	(949) 221-1788	<b>CONTACT NAME:</b> Tim Brown <b>PHONE (A/C, No, Ext):</b> 949-553-5673 <b>FAX (A/C, No):</b> 949-221-1797 <b>E-MAIL ADDRESS:</b> tbrown@didins.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic</td> <td>24139</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic	24139	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Old Republic	24139														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> AAA Northern New England 68 Marginal Way Portland, ME 04101-															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POF AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC30854100	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$            1,000,000 E.L. DISEASE - EA EMPLOYEE \$    1,000,000 E.L. DISEASE - POLICY LIMIT \$    1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate issued as evidence of workers' compensation insurance.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Safety Office of Highway Safety 33 Hazen Drive, Room 109A Concord, NH 03305	<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 
---	--



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

RQ# 173326

January 13, 2017

GC# 50  
02-15-2017

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

### Requested Action

Authorize the Department of Safety, Office of Highway Safety, to enter into a sole source contract with AAA Northern New England, Portland, Maine (VC# 153019-B001) in the amount of \$28,000.00 to coordinate the "Move Over" public service announcement dedicated to highway safety. Effective upon Governor and Council approval through September 30, 2017. Funding source: 100% Federal Funds.

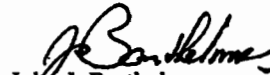
Funds are available in the SFY2017 operating budget and contingent upon availability and continued appropriations in SFY 2018 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-231010-75410000	Dept. of Safety – Office of Commissioner – NHTSA Grants			
102-500574	Contracts for Program Services	FY 2017	FY 2018	TOTAL
		\$14,000.00	\$14,000.00	\$28,000.00

### Explanation

This contract is sole source because AAA Northern New England has developed and owns the rights to the Slow Down/Move Over Public Service Announcement (PSA) as it relates to New Hampshire's Move Over Law. This PSA won the 2016 Granite Mikes Award for "Public Service Announcement of the Year" presented by the New Hampshire Association of Broadcasters. The award was presented in recognition of the PSA being an excellent highway safety message to inform motorists of the importance of slowing down and moving over when approaching a roadside emergency or maintenance. The goal of this PSA is to raise awareness of this crucial roadside situation and to change driving behavior accordingly. AAA Northern New England will coordinate with media sources to determine the best time to release this PSA message based on supporting AAA travel data that shows when travel will be busiest during the summer driving season.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety






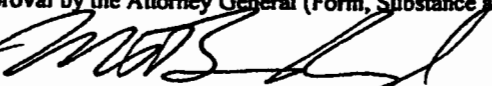
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> OFFICE OF HIGHWAY SAFETY		<b>1.2 State Agency Address</b> 33 HAZEN DRIVE, ROOM 109A CONCORD, NH 03305	
<b>1.3 Contractor Name</b> AAA Northern New England (AAA)		<b>1.4 Contractor Address</b> 68 Marginal Way, P. O. Box 3544 Portland, ME 04104	
<b>1.5 Contractor Phone Number</b> 207-780-6916	<b>1.6 Account Number</b> 010-023-231010-75410000- 102-500574 0731 <i>df</i>	<b>1.7 Completion Date</b> 09/30/17	<b>1.8 Price Limitation</b> \$28,000.00
<b>1.9 Contracting Officer for State Agency</b> JOHN CLEGG		<b>1.10 State Agency Telephone Number</b> 603-271-2893	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Eric Cyr, President	
<b>1.13 Acknowledgement:</b> State of <u>Maine</u> , County of <u>Cumberland</u>  On <u>12-2-16</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <u>Patrick Moody Notary Public</u>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Steven R. Lavoie, Director of Administration	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By:  On: <u>1/27/17</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b>  By: _____ On: _____			





**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name OFFICE OF HIGHWAY SAFETY		1.2 State Agency Address 33 HAZEN DRIVE, ROOM 109A CONCORD, NH 03305	
1.3 Contractor Name AAA Northern New England (AAA)		1.4 Contractor Address 68 Marginal Way, P. O. Box 3544 Portland, ME 04104	
1.5 Contractor Phone Number 207-780-6916	1.6 Account Number 010-023-231010-75410000- 102-500574 0731	1.7 Completion Date 09/30/17	1.8 Price Limitation \$28,000.00
1.9 Contracting Officer for State Agency JOHN CLEGG		1.10 State Agency Telephone Number 603-271-2893	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Eric Cyr, President	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Cumberland</u> On <u>12-2-16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or <b>satisfactorily</b> proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the <b>capacity</b> 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  <u>Patrick Moody Notary Public</u>			
1.14 State Agency Signature  Date:		1.15 Name and Title of State Agency Signatory	
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) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

#### 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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

THE SERVICES

2. Employment of Contractor; Services to be Performed

The Contractor, AAA Northern New England, shall coordinate the "Move Over" public service announcement (PSA) dedicated to highway safety and approved by the Office of Highway Safety to be featured on television and social media for 14 weeks beginning May 22, 2017 through August 28, 2017 in an effort to key in on the busy summer driving season.

AAA Northern New England will coordinate this statewide "Move Over" public awareness campaign featuring New Hampshire public safety and transportation officials. AAA Northern New England produced a 30-second PSA, approved by the Office of Highway Safety, that will air on television, web and social media platforms to raise awareness of the State's Move Over law and the need to change driver behavior when approaching a roadside emergency or maintenance. This campaign will enable the PSA to reach every county and approximately 492,770 households in the state.

NH 1 will air PSA 220 times on television and on AAA Facebook page	\$12,000.00
WMUR will air on television 36 times and on their website	13,000.00
AAA Northern New England to purchase Facebook advertising space for the "Move Over" PSA to be viewed	3,000.00

AAA Northern New England will incur any costs associated with developing additional materials, props, equipment, etc., as well as managing and conducting the campaign, provided it has given prior written authorization.

The total cost for New Hampshire's Slow Down Move Over public safety media campaign will not exceed \$28,000.00.

EXHIBIT B

CONTRACT PRICE AND VOUCHERS

5.1.a Contract Price

The Agency agrees to compensate the Contractor a maximum of \$28,000.00 to cover costs related to carrying out the services as stipulated in Exhibit A.

BUDGET

PSA will be aired 220 times on television and on AAA Facebook page	
WMUR will air on television 36 times and on their website	
AAA Northern New England purchase of Facebook advertising space	\$28,000.00

**In Kind Match for Project = \$7,000.00**

5.1.b Vouchers

The Contractor shall submit to the Coordinator of the Office of Highway Safety on a monthly basis an invoice for coordinating the advertisement activities dedicated to highway safety issues as stipulated in Exhibit A. The Office of Highway Safety agrees to pay the Contractor payments by July 28, 2017 and September 29, 2017, respectively, of \$14,000.00 for the period May 22-June 30, 2017, and \$14,000.00 for the period of July 1-August 28, 2017, for a total payment of \$28,000.00. Affidavits of performance will be submitted with all invoices.

EXHIBIT C

SPECIAL PROVISIONS

22.1 **Reports and Meetings.** It is agreed that activity reports will be submitted with billing requests summarizing activity and implementation of terms of the contract and identifying any problems being encountered.

22.2 **Audit.** AAA Northern New England agrees to provide the NH Office of Highway Safety with a copy of its Annual Report which includes the time periods covered by this Agreement.

The State of New Hampshire reserves the right to have its Legislative Budget Assistant review any work papers.

22.3 **Contract Credit.** All publications, public information or publicity released in conjunction with this Contract shall state that such is "funded by the New Hampshire Office of Highway Safety" or words to that effect.

22.4 **Copyrights.** The NH Office of Highway Safety, representing the Federal awarding agency and the State of New Hampshire, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal and State Government purposes: (a) The copyright in any work developed under this Contract under a grant or subgrant; and (b) Any rights of copyright to which the Contractor purchases ownership with grant support. (US Department of Transportation Common Rule, March 11, 1988)

22.5 **Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.** The contractor certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

22.6 **Lobbying.** None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State of local legislative body. Such activities include both direct and indirect (e.g. 'grassroots') lobbying activities.

22.7 **Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**  
The Contractor certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

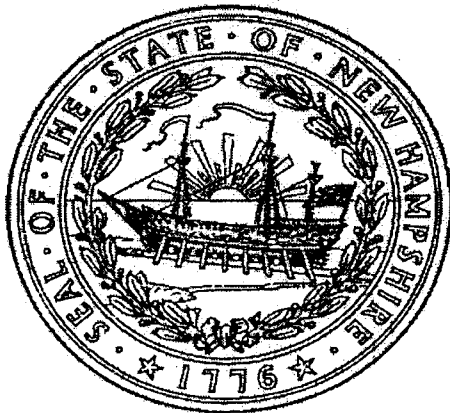


State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AAA NORTHERN NEW ENGLAND is a Maine Nonprofit Corporation registered to transact business in New Hampshire on September 11, 2002. 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: 413240



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of December A.D. 2016.

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

William M. Gardner  
Secretary of State

AAA Northern New England  
Officer's Certificate  
and Certificate of Incumbency

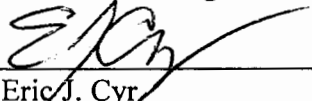
---

The undersigned, Eric J. Cyr, hereby certifies the following as of December 2, 2016:

1. That I am the duly elected and qualified President of AAA Northern New England, a nonprofit mutual benefit corporation created and existing under the laws of the State of Maine (the "Company"), whose corporate headquarters is 68 Marginal Way, Portland, ME 04101.
2. I (an "Authorized Agent") am authorized to execute any documents as required by the State of New Hampshire ("State") in order to give effect to that State of New Hampshire Grant Agreement (Form Number P-37 - version 1/26/15) (the "Agreement") by and between the Company and State, and all transactions thereunder.

AAA Northern New England

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

  
Eric J. Cyr  
President

The undersigned, Gail C. Louis, hereby certifies the following as of this December 2, 2016:

1. That I am duly elected and qualified Corporate Secretary of the Company.
2. That the following is the true specimen signature of the within named Authorized Agent of said Company, and that such Authorized Agent is now employed by Company, and is duly authorized to execute the Agreement and any document on behalf of the Company in connection with the Agreement:

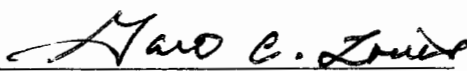
<u>Officer</u>	<u>Title</u>	<u>Specimen Signature</u>
----------------	--------------	---------------------------

Eric J. Cyr	President	
-------------	-----------	--

3. That the seal affixed to this certificate is the Corporate Seal of the Company.

IN WITNESS WHEREOF, the undersigned has duly set her hand and affixed hereunto the Corporate Seal of the Company this 1<sup>st</sup> day of December, 2016.

(SEAL)

  
Gail C. Louis  
Corporate Secretary



# CERTIFICATE OF LIABILITY INSURANCE

12/19/2017

DATE (MM/DD/YYYY)

12/29/2016

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

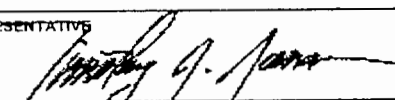
<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER B : Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER C : Starr Indemnity &amp; Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER D : Affiliated FM Insurance Company</td> <td>10014</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Navigators Specialty Insurance Company	36056	INSURER B : Liberty Mutual Insurance Company	23043	INSURER C : Starr Indemnity & Liability Company	38318	INSURER D : Affiliated FM Insurance Company	10014	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Navigators Specialty Insurance Company	36056														
INSURER B : Liberty Mutual Insurance Company	23043														
INSURER C : Starr Indemnity & Liability Company	38318														
INSURER D : Affiliated FM Insurance Company	10014														
INSURER E :															
INSURER F :															
<b>INSURED</b> 1361108 AAA Northern New England AAA Leasing 68 Marginal Way Portland ME 04101															

**COVERAGES** AUTCL07 **CERTIFICATE NUMBER:** 14440226 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$250,000 <input type="checkbox"/> BI/PD Ea. Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	CE16CGL0990011C	12/19/2016	12/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	AS2-661-004026-106	12/19/2016	12/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll Ded. \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	1000011502	12/19/2016	12/19/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
D	Property-incl. Business Income (Special Form)	N	N	SX488	12/19/2016	12/19/2017	Blanket Limit: \$500,000,000

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

<b>CERTIFICATE HOLDER</b> 14440226 New Hampshire Department of Safety Office of Highway Safety 33 Hazen Drive, Room 109A Concord NH 03305	<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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



AUTOCLU-01

PEAL

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/13/2017

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

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

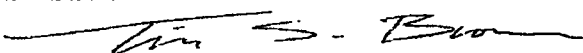
<b>PRODUCER</b> D.L.D. Insurance Brokers, Inc. Lic#0D25325 17712 Mitchell North Irvine, CA 92614	(949) 221-1788	<b>CONTACT NAME:</b> Tim Brown
		<b>PHONE (A/C, No, Ext):</b> 949-553-5673 <b>FAX (A/C, No):</b> 949-221-1797 <b>E-MAIL ADDRESS:</b> tbrown@dldins.com
<b>INSURED</b> AAA Northern New England 68 Marginal Way Portland, ME 04101-	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Old Republic	<b>NAIC #</b> 24139
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC30854100	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate issued as evidence of workers' compensation insurance.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Safety Office of Highway Safety 33 Hazen Drive, Room 109A Concord, NH 03305-	<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 
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.