



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit  
January 24, 2014

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an Agreement with Montagne Communications LLC (Vendor 166353), Manchester, NH to provide public outreach and education, public relations and information management for the New Hampshire Rail Transit Authority (NHRTA) for an amount not to exceed \$40,000, effective upon Governor and Council approval through December 31, 2014. 80% Federal funds, 20% State Capital funding (General Fund Bonded Expenses).

Funding is Available as Follows:

	<u>FY 2014</u>
04-96-96-964010-2916 Public Transportation	
072-509073 Contracts	\$32,000
04-96-96-960030-0546 07264: 1-XIV-C Rail Match	
034-500151 Bonded Expenses	\$ 8,000

**EXPLANATION**

The Governor and Council approved a Memorandum of Agreement (MOA) on June 5, 2013, Item 222, providing authorization to spend an amount not to exceed \$40,000 for the Department of Transportation and NHRTA to work collaboratively toward the selection of a public outreach and public relations consultant. The Department, in cooperation with the NH Rail Transit Authority (NHRTA), negotiated a contract with Montagne Communications to perform public outreach and education, public relations and information management to increase public awareness of the mission of the NHRTA and its activities and to provide a means for the NHRTA to inform the public on the potential role of rail as part of a comprehensive multimodal transportation system statewide including the NH Capitol Corridor.

This is part of the long-term planning and study process to review the viability of passenger rail in this corridor and provide the necessary data and information to the State's policymakers and residents so a policy decision can be made about whether the State should invest taxpayer dollars in this mode of transportation in this corridor.

On behalf of the NHRTA, and in accordance with the memorandum of agreement, the Department released a Request for Proposals on August 14, 2013 for public outreach and education, public relations and information management. Two proposals were received and a selection committee comprised of the following eight representatives reviewed, scored and ranked the proposals. Tom Mahon, Chair, NHRTA, Justin Slattery, NH Department of Resources and Economic Development (DRED), Patrick Herlihy and Craig Green, New Hampshire Department of Transportation (NH DOT), Malcolm Taylor and Sean Owen, NHRTA, Alan Volpe, NH Department of Information Technology (DOIT), Steve Pesci, UNH & NHRTA.

The proposals were scored based on criteria that included overall firm experience/expertise and past performance on similar projects, demonstrated ability to perform tasks as indicated in the Scope of Services resulting in effective strategies for the client, thoroughness and comprehensiveness of the proposal, sufficient assigned resources and staffing to complete the project and concept and process creativity. A copy of the scoring matrix is attached. The selection committee ranked the proposals as follows:

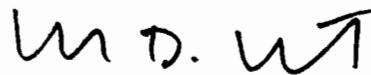
- |                            |              |
|----------------------------|--------------|
| 1. Montagne Communications | Score: 84.47 |
| 2. Louis Karno & Company   | Score: 68.00 |

The selection committee's recommendation was to enter into a contract with Montagne Communications for an amount not to exceed \$40,000 based on overall score. Funding for this project includes Federal funding in the amount of \$32,000 (80%) from a Federal Railroad Administration grant (#FR-HSR-0101-12-01-00) and \$8,000 (20%) in State Capital funding (264:1, XIV, C Rail-Match, 034-500151 Bonded Expenses) on behalf of the NHRTA as approved in the June 5, 2013 MOA.

This Agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed agreement are on file at the Secretary of State's office and the Department of Administrative Services' 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,



Christopher D. Clement, Sr.

Attachments

# NH Rail Transit Authority: Public Education & Education Services RFP Evaluation

Reviewer 1	Tom Mahon	Ch. NHRTA
Reviewer 2	Justin Slattery	DRED
Reviewer 3	Malcolm Taylor	NHRTA
Reviewer 4	Sean Owen	NHRTA
Reviewer 5	Alan Volpe	DOIT
Reviewer 6	Patrick Herlihy	DOT
Reviewer 7	Steve Pesci	UNH, NHRTA
Reviewer 8	Craig Green	DOT

Firm Name: Montagne Communications

Criteria	Weight	Reviewer # 1	Reviewer # 2	Reviewer # 3	Reviewer # 4	Reviewer # 5	Reviewer # 6	Reviewer # 7	Reviewer # 8	Total Points
1 Overall firm experience / expertise and past performance on similar projects	25%	82	85	90	80	80	75	70	90	
		20.50	21.25	22.50	20.00	20.00	18.75	17.50	22.50	163.00
2 Demonstrated ability to perform tasks as indicated in the Scope of Services, resulting in effective strategies for the client	25%	90	90	85	85	70	80	85	90	
		22.50	22.50	21.25	21.25	17.50	20.00	21.25	22.50	168.75
3 Thoroughness and comprehensiveness of proposal	20%	95	80	85	70	90	90	90	85	
		19.00	16.00	17.00	14.00	18.00	18.00	18.00	17.00	137.00
4 Sufficient assigned resources & staffing to complete	15%	85	90	85	85	85	90	85	85	
		12.75	13.50	12.75	12.75	12.75	13.50	12.75	12.75	103.50
5 Concept & process creativity	15%	90	90	85	70	90	85	90	90	
		13.50	13.50	12.75	10.50	13.50	12.75	13.50	13.50	103.50
		<b>88.25</b>	<b>88.75</b>	<b>86.25</b>	<b>78.50</b>	<b>81.75</b>	<b>83.00</b>	<b>83.00</b>	<b>86.25</b>	<b>84.47</b>

Firm Name: Louis Karno & Company

Criteria	Weight	Reviewer # 1	Reviewer # 2	Reviewer # 3	Reviewer # 4	Reviewer # 5	Reviewer # 6	Reviewer # 7	Reviewer # 8	Total Points
1 Overall firm experience / expertise and past performance on similar projects	25%	90	75	85	75	90	65	65	25	
		22.50	18.75	21.25	18.75	22.50	16.25	16.25	6.25	142.50
2 Demonstrated ability to perform tasks as indicated in the Scope of Services, resulting in effective strategies for the client	25%	90	75	85	70	70	50	40	25	
		22.50	18.75	21.25	17.50	17.50	12.50	10.00	6.25	128.25
3 Thoroughness and comprehensiveness of proposal	20%	95	70	60	75	70	70	60	40	
		19.00	14.00	12.00	15.00	14.00	14.00	12.00	8.00	108.00
4 Sufficient assigned resources & staffing to complete	15%	80	90	70	60	80	75	70	40	
		12.00	13.50	10.50	9.00	12.00	11.25	10.50	6.00	84.75
5 Concept & process creativity	15%	90	80	80	70	80	60	65	25	
		13.50	12.00	12.00	10.50	12.00	9.00	9.75	3.75	82.50
		<b>89.50</b>	<b>77.00</b>	<b>77.00</b>	<b>70.75</b>	<b>78.00</b>	<b>63.00</b>	<b>58.50</b>	<b>30.25</b>	<b>68.00</b>

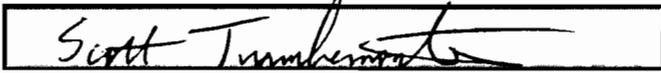
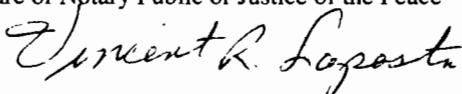
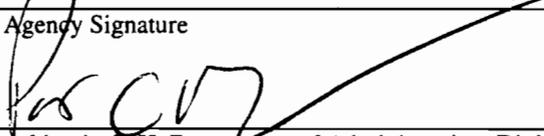


Subject: Montagne Communications FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Department of Transportation</u>		1.2 State Agency Address <u>PO Box 483, 7 Hazen Dr., Concord NH 03302-0483</u>	
1.3 Contractor Name <u>Montagne Communications</u>		1.4 Contractor Address <u>814 Elm Street, Suite 205, Manchester NH 03101</u>	
1.5 Contractor Phone Number <u>603-644-3200</u>	1.6 Account Number <u>04-96-96-96010-2931-072-50</u>	1.7 Completion Date <u>December 31, 2014</u>	1.8 Price Limitation <u>\$40,000.00</u>
1.9 Contracting Officer for State Agency <u>Patrick C. Herlihy, Director of Aeronautics, Rail and Transit</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>Scott Tranchemontagne, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>12/19/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		VINCENT R. LAPOSTA, Notary Public My Commission Expires May 12, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace <u>VINCENT R. LAPOSTA, NOTARY PUBLIC</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Patrick C. Herlihy, Director of Aeronautics, Rail and Transit</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>1/14/14</u>			
1.18 Approval by the Governor and Executive Council 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, 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 ST  
Date 01/19

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **EXHIBITS TO CONTRACT**

EXHIBIT A      SCOPE OF SERVICES  
EXHIBIT B      BUDGET  
EXHIBIT C      SPECIAL PROVISIONS  
CERTIFICATE OF GOOD STANDING  
CERTIFICATE OF CORPORATE VOTE  
CERTIFICATE OF INSURANCE



## EXHIBIT A

### SCOPE OF WORK

- A.1 The Contractor, Montagne Communications, will provide public relations services for the NH Rail Transit Authority as outlined in the list of tasks below.
- A.2 The project will begin upon Notice to Proceed following Governor and Council approval, and will have a completion date of December 31, 2014. Tasks and Timelines may be modified by mutual agreement between NH Department of Transportation and Montagne Communications.
- A.3 The Contractor will provide the NH Rail Transit Authority an average of 33 to 36 professional hours of service per month over the life of the contract. At the direction and discretion of the NH Rail Transit Authority, and through written communication from the NH Department of Transportation, the order of, hours associated with, and duration of the following tasks may be modified to better meet the developing needs of the NH Rail Transit Authority.
- A.4 The NH Rail Transit Authority website design, development and functionality will be completed in accordance with the Contractor's submitted response to the Request For Proposal.

<b>Tasks</b>	<b>Duration</b>
<b>Discovery Phase</b> <i>Input meetings with NHRTA and NHDOT team. Industry research</i>	3 weeks
<b>Strategy &amp; Campaign Concept Development</b> <i>Development of campaign strategy, concepts and tactics</i>	3 weeks
<b>Message &amp; Materials Development</b> <i>Development review and approval of campaign materials (press releases, talking points, FAQ's, etc.)</i>	4 weeks
<b>Website Input</b> <i>Client input relating to design and functionality</i>	2 weeks
<b>Website design &amp; development</b> <i>Presentation of mock-ups, review, feedback, approvals, build-out</i>	8 – 12 weeks
<b>Media Training</b> <i>Media and speaker training for key staff</i>	1 week
<b>Campaign Launch</b> <i>Official public launch of campaign</i>	2 weeks
<b>Ongoing PR</b> <i>Development and distribution of regular press releases to encourage continued coverage</i>	Ongoing
<b>Community Relations/Coalition Building</b> <i>Community outreach, data collection, management</i>	Ongoing
<b>Stakeholder Database</b> <i>Develop &amp; maintain key stakeholder database</i>	Ongoing
<b>Website Updates</b> <i>Ongoing updates to keep site fresh</i>	Ongoing
<b>Results &amp; Reporting</b> <i>Evaluate campaign results and deliver final report</i>	4 weeks

## **EXHIBIT B**

### **BUDGET**

B.1 The Contract price, as defined in Section 1.8 of the P-37 form General Provisions, is the Federal Railroad Administration (FRA) portion of the eligible project cost. Funds are granted as follows:

	<b><u>SFY 2014</u></b>
<b>Federal Railroad Administration</b>	<b>\$32,000</b>
<b>Capital Budget</b>	<b><u>\$ 8,000</u></b>
<b>Total</b>	<b>\$40,000</b>

B.2 The contract between the NH Department of Transportation and the Contractor is task-based and will be reimbursed based on actual hourly expenses incurred within the billing period.

## **EXHIBIT C**

### **SPECIAL PROVISIONS**

The State of New Hampshire, Department of Transportation has accepted the General Liability insurance of \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$1,000,000 per occurrence umbrella liability for Montagne Communications in fulfillment of the requirements of Section 14.1.1 General Liability Insurance of the P-37 form.

# 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 Montagne Communications, LLC is a New Hampshire limited liability company formed on April 12, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20<sup>th</sup> day of November, A.D. 2013

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

I, Scott Tranchemontagne, hereby certify that:  
(Name of Sole Member/Manager of Limited Liability Company. Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of Montagne Communications.  
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Montagne Communications  
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Scott Tranchemontagne  
(Contract Signatory - Signature)

12-19-13  
(Date)

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On this the 19 day of December 2013, before me VINCENT R. LAPOSTA,  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared SCOTT TRANCHEMONTAGNE, known to me (or  
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

Vincent R. Laposta  
(Notary Public / Justice of the Peace - Signature)

Commission Expires: MAY 13, 2015





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/3/2013

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> AP Intego Insurance Group, LLC 144 North Road Suite 2050 Sudbury, MA 01776	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (800) 274-4532		<b>FAX (A/C No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A: The Hartford***</b>			<b>123451</b>
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**INSURED**  
 Montagne Communications Llc  
 814 Elm Street  
 Ste. 205  
 Manchester, NH 03101

**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 SUBR INSR   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 - COMP/OP 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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<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	02WEGTJ4625	04/24/2013	04/24/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT            \$            100,000 E.L. DISEASE - EA EMPLOYEE    \$            100,000 E.L. DISEASE - POLICY LIMIT    \$            500,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire New Hampshire Department of Transportation 7 Hazen Dr. Manchester, NH 03101	<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 
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## **NH Rail Transit Authority Public Relations/Education Services Request for Proposals**

### **SECTION 1: PURPOSE OF RFP**

The State of New Hampshire's Department of Transportation (NHDOT), in partnership with the New Hampshire Rail Transit Authority (NHRTA), seeks proposals from qualified firm to provide the NHRTA with public outreach, public relations, and information management. The NHDOT and NHRTA intend to contract with a qualified firm, or collaborative team, possessing demonstrated capacity, technical background and communication skills to complete this effort in a manner, which provides maximum benefit and transparency to the missions of the public entities.

This RFP is designed to provide interested firms with sufficient background information to submit proposals meeting minimum requirements. This RFP is not intended to limit a proposal's content or exclude any relevant or essential information. Firms are at liberty and are encouraged to expand beyond the minimum specifications to provide evidence of relevant qualifications and service capability under any agreement.

### **SECTION: 2: BACKGROUND**

The New Hampshire Rail Transit Authority was established under NH RSA 238-A in 2007 for the purpose of developing and providing commuter rail or other similar forms of passenger rail service in the State of New Hampshire.

Through a Memorandum of Understanding, dated September 8, 2010, between the NHRTA and NHDOT, the NHRTA has primary responsibility, after consultation with NHDOT, to:

1. Provide guidance and direction on the priorities for planning and implementing passenger rail projects
2. Manage and coordinate marketing and public relations for passenger rail projects
3. Provide a lead person for inquiries and information on passenger rail projects
4. Represent communities, MPOs and regional planning commissions on its board of directors in reviewing local interest for passenger rail projects

A subsequent Memorandum of Agreement specifically describing the roles and responsibilities of NHRTA and NHDOT was approved by the Governor and Executive Council on June 5, 2013 and is included as an attachment.

### **SECTION 3: SCOPE OF SERVICES**

This project seeks to engage a professional firm with sufficient technical, public outreach and media expertise for the sole purpose of developing outreach, communications and educational products and materials in order to increase awareness of the mission of the NHRTA and its activities. The selected firm will provide NHRTA with effective strategies to inform citizens as to potential mobility, economic development (state, regional and local), transportation, environmental and quality of life benefits to the State that may accrue from enhanced rail infrastructure and services developed as part of a comprehensive multi-modal transportation system. The services provided by the selected firm should further a transparent statewide and informed dialog among citizens, elected officials, and stakeholders relative to the ongoing efforts of the NHRTA and NHDOT to enhance the transit options available for the transportation system of the State of New Hampshire.

A maximum of \$40,000 has been made available for this project and funding limitations require the services to be completed by December 31, 2014. Anticipated assignments may include, but are not limited to, the following tasks:

- Modify the existing NHRTA website hosted on NHDOT servers to facilitate improved outreach, visualization, communication and public input, capture strategies and modes, including potential social media integration.
- Create briefing materials and presentations about the NHRTA
- Develop and maintain media and stakeholder database information
- Create and implement a media plan, including writing and distributing press releases about NHRTA activities
- Develop an outreach/public information training program for NHRTA members
- Establish and maintain effective communications and relationships with the NHDOT, public and private organizations, stakeholders, and the public
- Coordinate with the NHDOT to promote the visibility of the NHRTA.

#### **SECTION 4: CONTACT INFORMATION**

The official point of contact for this solicitation is:

Patrick Herlihy  
Director of Aeronautics, Rail, and Transit  
NH Department of Transportation  
PO Box 483  
Concord, NH 03302-0483  
E-mail: [pherlihy@dot.state.nh.us](mailto:pherlihy@dot.state.nh.us)

During the proposal preparation, all questions and requests for clarifications and/or additional information should be submitted via email or mail to Patrick Herlihy, as noted above; phone calls will not be accepted. Final questions and requests for clarification must be received at least two weeks prior to the proposal due date.

All clarifications and interpretations of the proposal specifications, individual questions and supplemental instructions will be in the form of written Addenda to the proposal documents and will be posted on the NHRTA website <http://www.nh.gov/dot/programs/nhrta/index.htm> with the Final Addenda being posted no later than one week before the proposal due date.

#### **SECTION 5: COST LIABILITY**

The State of New Hampshire and the NHRTA assumes no responsibility for costs incurred by the firm(s) to prepare or submit their proposals or for samples included in the response to this RFP.

#### **SECTION 6: LENGTH OF CONTRACT**

The contract shall commence upon the approval of the contract by the State, including the NH Governor & Executive Council, and shall have a completion date of December 31, 2014.

Contract will be subject to applicable State and Federal laws.

#### **SECTION 7: TOTAL BUDGET**

The total budget for this contract is not to exceed \$40,000.

## **SECTION 8: PROPOSAL FORMAT**

Firm(s) shall ensure that all information required herein is submitted with their proposal. Provision of inaccurate information or failure to provide all information required may be sufficient cause for rejection of the proposal or rescission of an award. Firm(s) should be mindful of the Evaluation Criteria (see Section 10) and shall provide information in the proposal that will permit an objective evaluation thereof.

Proposals shall be typed and submitted on 8.5" x 11" paper, bound securely, and shall not be more than 12 pages, excluding Appendix. Additional material, samples of client work, and references may be included in the Appendix. Also an electronic copy of the full proposal shall be submitted with the proposal packet.

Proposals should be prepared providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The following format should be followed and contain the following information:

### Summary of Understanding

A brief summary of the consultant's understanding of the project and relevant policy issue knowledge and communication strategies/experience relevant to rail and integrated transportation systems in New Hampshire, the New England region, and nationally.

### Work Plan

An outline of the approach proposed to accomplish the scope of services and the manner in which the consultant will work with NHDOT and the NHRTA in providing the services. Suggestions for additional or more developed tasks may be included.

### Qualifications

Describe the Firm(s) qualifications, capabilities and organizational structure. List all persons providing services including qualifications, experience, and specific responsibilities (include a resume for each person). Subcontractors, if any, should be included.

### Relevant Work Experience and References

Provide a brief description of projects similar in scope and scale completed by the Firm(s) (by the individuals who would provide the services), including completion date, type and scope of project. Provide a list of two to four clients (including contact information so that they may be contacted by NHDOT) with whom the Firm(s) has done business in the last five years that is similar to that required in this RFP. Additional information or samples of materials may be submitted with this proposal as an appendix. The lead Firm must designate one person to be the Account Manager of this RFP. This person will be the primary point of contact with NHRTA and NHDOT if they are the successful Firm(s). Once designated this point of contact can only be changed with the consent of NHRTA and NHDOT.

### Work Schedule

A detailed schedule indicating how the project tasks will be organized and the estimated time allotted to each. Schedule to include a matrix of the project tasks and hours assigned broken down by personnel assigned.

### Cost Proposal

Cost will be evaluated independently from the technical proposal. The firm shall enumerate all costs on a separate pricing cost proposal form supplied by the respondent.

## **SECTION 9: PROPOSAL SUBMISSION**

Proposals shall be submitted in a sealed package and contain: one (1) original SIGNED hard copy (identify as such), plus eight (8) additional hard copies and one electronic copy (thumb drive or CD) of all materials required for acceptance of their proposal. Sealed proposal packages must be clearly marked with the Firm's return address and the notation: "NHDOT Proposal: NH Rail Transit Authority Public Relations & Education Services" and be submitted on or before 4:00pm, September 16, 2013, to:

Patrick Herlihy  
Director of Aeronautics, Rail, and Transit  
NH Department of Transportation  
7 Hazen Drive / PO Box 483  
Concord, NH 03302-0483

All proposals must be date-stamped by NHDOT staff by the stated time to be considered. NHDOT will not accept facsimile or emailed submitted proposals for this solicitation. Only proposals physically received at NHDOT (7 Hazen Drive, Concord, NH), prior to the stated time will be considered. Proposals received after the 4:00 PM deadline will be rejected, without exception. The State assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT suffice.

#### **SECTION 10: EVALUATION CRITERIA**

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all Firms do not meet one or more of the mandatory requirements, NHDOT reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP. NHDOT also reserves the right to reject any and all proposals submitted.

##### Evaluation Criteria

- Overall firm experience/ expertise and past performance on similar projects (25%)
- Demonstrated ability to perform tasks as indicated in the Scope of Services resulting in effective strategies for the client (25%)
- Thoroughness and comprehensiveness of proposal (20%)
- Sufficient assigned resources and staffing to complete (15%)
- Concept and process creativity (15%)



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

MAY 22 '13 PM 2:24 DC



CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

MOA  
- JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit  
May 22, 2013

REQUESTED ACTION

Authorize the Department of Transportation to enter into a Memorandum of Agreement (MOA) with the New Hampshire Rail Transit Authority (NHRTA) in the amount of \$40,000 to work collaboratively toward the selection of a public outreach and public relations consultant effective upon Governor & Council approval through December 31, 2014. 80% Federal funds, 20% State Capital funding (General Fund Bonded Expenses).

Funding is Available as Follows:

	<u>FY 2013</u>
04-96-96-964010-2916 Public Transportation	
072-509073 Contracts	\$32,000
04-96-96-960030-0546 07264: 1-XIV-C Rail Match	
034-500151 Bonded Expenses	\$ 8,000

EXPLANATION

The Department of Transportation and the NHRTA have agreed to partner in the selection of a consultant for the sole purpose of public outreach and public relations to increase the public awareness of the mission of the NHRTA and its activities and to give a mechanism for the NHRTA to educate the public on the benefits of rail as part of a comprehensive multi modal transportation system (both statewide and specifically within the NH Capitol Corridor). This is part of the long-term planning and study process to review the viability of passenger rail in this corridor and provide the necessary data and information to the State's policymakers and residents so a policy decision can be made about whether the State should invest taxpayer dollars in this mode of transportation in this corridor. The Department of Transportation will use Federal funding in the amount of \$32,000 from a Federal Railroad Administration grant (#FR-HSR-0101-12-01-00) and \$8,000 in State Capital funding (264:1, XIV, C Rail-Match, 034-500151 Bonded Expenses) on behalf of the NHRTA for this purpose.

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

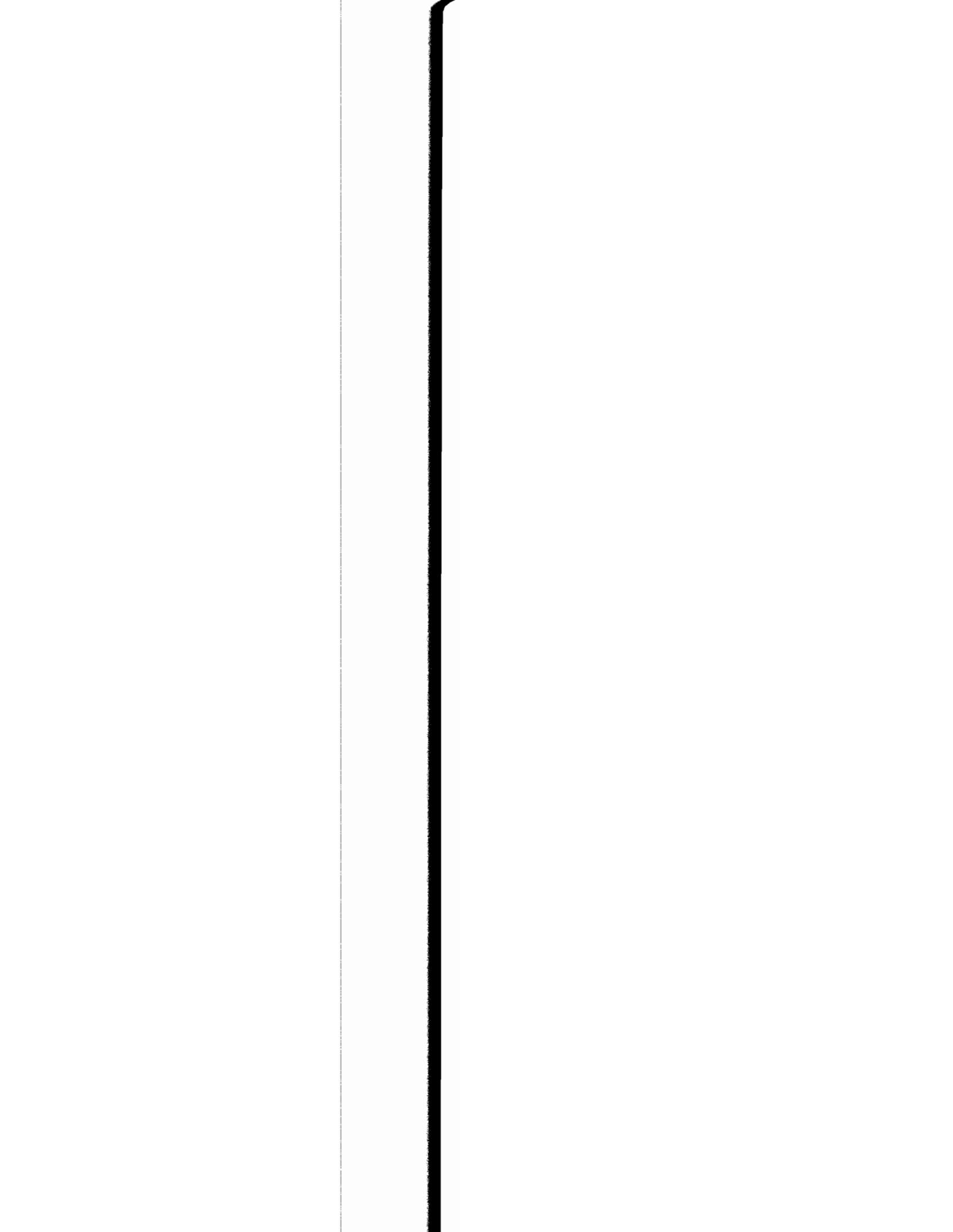
Your approval of this resolution is respectfully requested.

Sincerely,

Handwritten signature of Christopher D. Clement, Sr. in black ink.

Christopher D. Clement, Sr.  
Commissioner

CDC  
Attachments



## **Memorandum of Agreement**

between the

**New Hampshire Department of Transportation**

and the

**New Hampshire Rail Transit Authority**

for the

**Selection of a Public Outreach and Public Relations Consultant**

Included as part of the  
Federal Railroad Administration Grant Authorization  
Grant ID #FR-HSR-0101-12-01-00

The purpose of this Memorandum of Agreement (MOA) is to establish the roles, responsibilities, funding, and procedures by which the New Hampshire Department of Transportation (NHDOT) and the New Hampshire Rail Transit Authority (NHRTA), hereinafter collectively referred to as "the Parties", will jointly participate in the selection of a consultant for the sole purpose of public outreach and public relations to increase the public awareness of the mission of the NHRTA and its activities and to give a mechanism for the NHRTA to educate the public on the benefits of rail as part of a comprehensive multi modal transportation system (both statewide and specifically within the NH Capitol Corridor).

**WHEREAS**, NHDOT has authorized funding in the amount of \$32,000 from a Federal Railroad Administration (FRA) grant and \$8,000 in State Capital funding for selection of a consultant to perform public outreach and public relations to promote the NHRTA as a subcomponent of Grant ID #FR-HSR-0101-12-01-00;

**WHEREAS**, NHDOT shall convene and chair a selection committee to issue a Request for Proposals for public relations and public outreach on behalf of the NHRTA;

**WHEREAS**, the sole purpose of the selected consultant shall be to promote the mission and activities of the NHRTA and educate the public on the benefits of passenger rail and shall not be specific to any single project or function;

**NOW THEREFORE**, the Parties do hereby mutually agree as follows:

**ARTICLE I: SCOPE OF WORK (Obligations, Responsibilities, and Funding)**

**A. The NHDOT agrees to:**

1. Coordinate the establishment of a selection committee to review the RFPs for the public outreach contract comprised of representatives from the NH Department of Resources and Economic Development (DRED) (1 representative), the NHDOT (5 representatives), the NHRTA Executive Officers (4 representatives), and the NH Department of Information Technology (DoIT) (1 representative); and
2. Be ultimately responsible for final review, approval, processing, and payment of invoices following an initial review by NHRTA in accordance with Article I B (1) and II A.

**B. The NHRTA agrees to:**

1. Monitor the public relations consultant's work and progress, review invoices, confirm all expenditures are eligible per State statutes before approval, and forward to NHDOT for final review, approval, processing, and payment;
2. Create a website for NHRTA, independent of the website for the NH Capitol Corridor study, to promote the NHRTA, including ways for the public to submit comments and input on NHRTA activities;
3. Perform, with the assistance of the selected consultant, any of the following activities it deems necessary to promote the NHRTA's mission and activities:

- a. Create briefing materials and presentations about the NHRTA;
- b. Develop and maintain media and stakeholder database information;
- c. Create and implement a media plan, including writing and distributing press releases regarding NHRTA activities;
- d. Develop an outreach/public information training program for NHRTA members;
- e. Establish and maintain effective communications and relationships with the NHDOT, public and private organizations, stakeholders, and the public; and
- f. Coordinate with NHDOT to promote the visibility of the NHRTA.

## **ARTICLE II: DISBURSEMENT OF FUNDS**

- A. The NHRTA will review and verify consultant invoices and associated backup information and submit to NHDOT on the last day of the month on a monthly basis for payment, to provide the services described under Article I B.
- B. The NHRTA will track the obligations and expenditures for the consultant. Fiscal information will be made available upon request by any of the Parties.
- C. Upon completion of the contract, the NHRTA will prepare and submit a final accounting of the contract costs to NHDOT.
- D. The appropriated amount from the FRA grant for this contract is \$40,000; NHDOT will not be responsible for any expenditures above this amount.

## **ARTICLE III: TERM OF AGREEMENT**

The grant agreement between NHDOT and FRA terminates on December 31, 2014 at which point NHDOT will no longer have the ability to expend any further funding for this contract. Therefore, this Agreement shall be in force as of the date of the last approving signature, and shall remain in effect until December 31, 2014 or until the allotted funds have been expended, whichever comes first.

The Agreement may be modified by written consent of the Parties to cover any questions that may arise subsequent to the date of this Agreement.

The Parties to the Agreement will be afforded the opportunity to inspect, review, and comment on, at any time, work in progress, the financial records, and any other supporting documentation; and to participate in all meetings.

## ARTICLE IV: KEY OFFICIALS AND CONTACTS

Designated points of contact for the coordination of this assignment are as follows:

### A. For the NHRTA:

Mr. Thomas J. Mahon  
Chair  
NH Rail Transit Authority  
31 Naticook Road  
Merrimack, NH 03054  
Phone: (603) 494-2579  
Email: [tjmahon@comcast.net](mailto:tjmahon@comcast.net)

Ms. Katherine E. Hersh  
Vice Chair  
NH Rail Transit Authority  
229 Main Street/PO Box 2019  
Nashua, NH 03061-2019  
Phone: (603) 589-3075  
Email: [HershK@nashuanh.gov](mailto:HershK@nashuanh.gov)

### B. For the NHDOT:

Mr. Mark Sanborn  
Federal Liaison  
NH Department of Transportation  
7 Hazen Drive, Room 188  
Concord, NH 03302-0483  
Phone: (603) 271-1620  
Email: [msanborn@dot.state.nh.us](mailto:msanborn@dot.state.nh.us)

Mr. Patrick Herlihy  
Director, Aeronautics, Rail, and Transit  
NH Department of Transportation  
7 Hazen Drive, Room G28  
Concord, NH 03302-0483  
Phone: (603) 271-2449  
Email: [pherlihy@dot.state.nh.us](mailto:pherlihy@dot.state.nh.us)

## ARTICLE V: TERMINATION

This Agreement will terminate when all transfers of funds are completed or on December 31, 2014.

In case of the failure on the part of any Party to observe any of the conditions of the Agreement, any affected Party may terminate this Agreement for default without any legal process whatsoever by giving thirty (30) days written notice of termination to all Parties, effective at the end of the thirty (30) day period.

## ARTICLE VI: ASSIGNMENT

No transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties.

## ARTICLE VII: LIABILITY

This agreement shall be construed under New Hampshire law. Nothing in this agreement shall construe as waiving or otherwise altering any party's sovereignty or its applicable immunities and privileges.

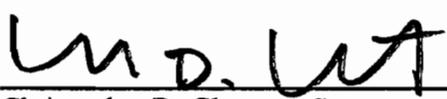
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**NEW HAMPSHIRE RAIL TRANSIT AUTHORITY**

  
Mr. Thomas J. Mahon  
Chair

5/1/13  
Date

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**

  
Christopher D. Clement, Sr.  
Commissioner

5/9/13  
Date

This Agreement has been reviewed and is approved as to form and execution:

  
Office of the Attorney General  
State of New Hampshire

5/9/13  
Date

This is to certify that the GOVERNOR and EXECUTIVE COUNCIL of the State of New Hampshire approved this Agreement as Item# \_\_\_\_\_ on \_\_\_\_\_, 2013.

\_\_\_\_\_  
Office of the Secretary of State  
State of New Hampshire

\_\_\_\_\_  
Date

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