



STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

HIGHWAY SAFETY AGENCY

78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

TDD Access: Relay NH 1-800-735-2964
603-271-2131
FAX 603-271-3790

Margaret Wood Hassan
GOVERNOR

Peter M. Thomson
COORDINATOR

January 15, 2013

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

Sole Source

REQUESTED ACTION

Authorize the NH Highway Safety Agency permission to enter into a sole source contractual agreement with the NH Operation Lifesaver, Inc., Concord, New Hampshire. (Vendor Code 208137) in the amount of \$12,500.00 to conduct the "Operation Lifesaver" public relations and education campaign effective upon Governor and Council approval through September 30, 2013. 100% Federal Funds

Funds are available from the following account

02-25-25-250010 32000000 Highway Safety Agency—NHTSA Grants
072 500575 Grants to non-profit - Federal

FY2013
\$12,500.00

EXPLANATION

The NH Highway Safety Agency has approved the use of federal highway safety funds in the amount of \$12,500.00 to support a contractual agreement with New Hampshire Operation Lifesaver, Inc., to conduct the state's "Operation Lifesaver" campaign. Operation Lifesaver, Inc., is a national program based in Alexandria, Virginia. They have appointed the New Hampshire Operation Lifesaver, Inc., as their sole agent in the State of New Hampshire to conduct the "Operation Lifesaver" program. Therefore, this is a sole source contract.

Under terms of this contract New Hampshire Operation Lifesaver, Inc., will serve as the overall coordinator and administrator of "Operation Lifesaver" – a public relations and educational campaign designed to make the public aware of the hazards of railroads and their crossings and to reduce the number of crashes, deaths and injuries at railroad/highway intersections. Attention will continue to be devoted to educating Seacoast area citizens on the dangers inherent with the operation of the Boston/Portland AMTRAK passenger train service.

In promoting the campaign New Hampshire Operation Lifesaver, Inc., will reach and work with the law enforcement community, local officials, schools, service clubs, professional offices, representatives of companies using the railroads to transport hazardous materials, the general public and any others who will aid in the promotion.

A copy of the contractual agreement, approved by the Department of Justice, is attached. This contract will be funded 100 percent with federal funds and no state monies will be required.

Sincerely,

Peter M. Thomson
Peter M. Thomson, Coordinator

/djf
Enclosures

Subject:

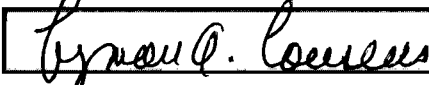
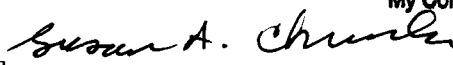
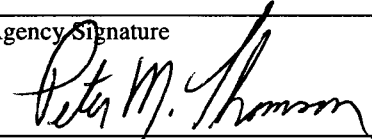
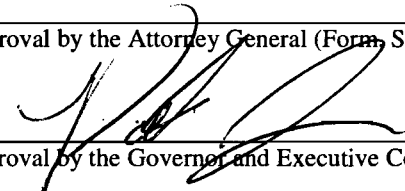
Operation Lifesaver

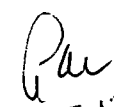
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Highway Safety Agency		1.2 State Agency Address 78 Regional Drive, Building 2, Concord, NH 03301-8530	
1.3 Contractor Name New Hampshire Operation Lifesaver, Inc.		1.4 Contractor Address 4 Goodhue Road, Boscawen, NH 03303-2500	
1.5 Contractor Phone Number 603-796-6446	1.6 Account Number 10 02500 32000000 500575	1.7 Completion Date September 30, 2013	1.8 Price Limitation \$12,500.00
1.9 Contracting Officer for State Agency Peter M. Thomson		1.10 State Agency Telephone Number 603-271-2131	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lyman Cousens, Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>1-15-2013</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.			
SUSAN A. CHUVALA Notary Public - New Hampshire My Commission Expires June 25, 2013 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 SUSAN CHUVALA, NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Peter M. Thomson, Coordinator	
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>1/17/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			


 1-15-13

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.

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.

EXHIBIT A

THE SERVICES

2. Employment of Contractor; Services to be Performed

The New Hampshire Operation Lifesaver, Inc., will serve as the overall coordinator and administrator of "Operation Lifesaver"—a public relations and educational campaign designed to make the public aware of the hazards, etc., of railroads and their crossings and to reduce the number of crashes, deaths, and injuries at railroad/highway intersections.

In conducting the "Operation Lifesaver" campaign the Contractor will perform duties as outlined in the following pages.

"OPERATION LIFESAVER" CAMPAIGN

New Hampshire Operation Lifesaver, Inc., in promoting the campaign, shall reach and work with the law enforcement community, local officials, schools, service organizations, professional offices, representatives of companies using the railroad to transport hazardous materials, the general public and any others who will aid in the promotion.

- A. Continued Liaison with Committee, Hosting Committee Meetings. The Contractor, working closely with the "Operation Lifesaver" Committee, will continue to send out meeting announcements, write minutes and attend all Committee meetings. This will result in a monitoring of activities to determine weaknesses in plan and direction, needs for further development, and the evaluation of overall activities. "Operation Lifesaver" committee meetings will be held every 6 to 8 weeks during the year.
- B. Seek and Distribute Available Handouts on Railroad Safety. Handouts dealing with safety around railroad crossings, tracks, etc., will be sought for purchase and distribution to the "Operation Lifesaver" Committee, local officials, schools, service clubs, transporters of hazardous materials, professional offices, and any others who will aid in the promotion. Attention will continue to be devoted to educating Seacoast area citizens of the dangers inherent with the operation of the Boston/Portland AMTRAK passenger rail system. Information will be distributed at the Safety and Health Council of Northern New England Annual Conference.
- C. Grade Crossing Collision Investigation Course. Three (3) one-day Grade Crossing Collision Investigation Courses will be conducted for police, fire, and other emergency response personnel focusing on laws and the operation of the rail system throughout the state. Proposed sites: Claremont, Exeter, and Gorham.
- D. Availability and Distribution of Safety Films. The Contractor has within its library several films dealing with safety at and around railroad crossings, tracks, etc., and distributes these materials upon request. The Contractor will seek other sources of films dealing with railroad safety and make this information available to the law enforcement community, local officials, schools, service organizations, transporters of hazardous materials, professional offices and the general public.
- E. National Operation Lifesaver's Summit. The State Operation Lifesaver Coordinator will attend the National Operation Lifesaver National Summit in Omaha, Nebraska.
- F. Safety Blitzes/Officer-On-The-Train. Two (2) safety blitzes/officer-on-the-train events will be conducted. Tentative sites: Claremont and the Seacoast Region.
- G. Region I Lifesavers Conference. A total of eight (8) Operation Lifesaver committee members will attend the Operation Lifesaver Region I Conference in Mystic, Connecticut, scheduled for September 2013.

1-15-13
P. 2

CONTRACT PRICE AND VOUCHERS

The New Hampshire Highway Safety Agency agrees to compensate the Contractor a maximum of \$12,500.00 to cover costs associated with training sessions, purchase of supplies, attendance at National Summit, liability insurance, and to carry out the services stipulated in Exhibit A.

<u>Grade Crossing Collision Investigation Course - 3 one-day courses</u>		
Approximately 27 attendees and instructors per course (materials also provided by the Federal Railroad Administration)		
Student Manuals and teaching supplies	\$1,000.00	
80 padfolios @ \$14.00 each	1,120.00	
Shipping and handling	150.00	
Instructor travel expenses (mileage, meals, lodging, etc.)	250.00	\$2,520.00
<u>Safety Blitzes/Officer-on-the-Train Events (2): Claremont and Seacoast Region</u>		
Supplies/brochures, etc.	1,000.00	1,000.00
<u>National Operation Lifesaver Summit, Omaha, Nebraska</u>		
Roundtrip airfare	800.00	
Lodging: 4 nights @ \$225.00/night	900.00	2,180.00
Parking, meals, miscellaneous expenses	480.00	
<u>Region I Operation Lifesaver Conference, Mystic, Connecticut (8 attendees)</u>		
Mileage: 400 miles x 5 vehicles x \$.565	1,130.00	
Lodging: 6 rooms x \$130.00/night x 2 nights	1,560.00	3,190.00
Food, tolls, and parking	500.00	
<u>Current Expense</u>		
Safety and Health Council of Northern New England – Annual Conference – Booth (PI&E)	500.00	
Liability Insurance for Officers and Presenters	700.00	2,400.00
NH Operation Lifesaver Brochure – Redesign and Reprinting	1,200.00	
<u>Presenter Supplies</u>		
Handouts and supplies (coloring books, pins, plastic bags, engineer hats, bumper stickers, decals, bicycle spoke reflectors, pencils, etc.)	1,000.00	1,210.00
Shipping and handling	210.00	
TOTAL		\$12,500.00

Contractor shall submit to the Coordinator of the New Hampshire Highway Safety Agency on a monthly basis an invoice containing a detailed description of work performed and expenses incurred.

EXHIBIT C

SPECIAL PROVISIONS

20.1 Reports and Meetings

It is agreed that activity reports and billing requests will be submitted to the New Hampshire Highway Safety Agency by the Contractor. These reports shall summarize the progress being made in implementing the terms of the contract and shall identify any problems being encountered.

A final report and a final billing shall be made within 20 days of completion of the contract.

20.2 Audit

It is further agreed that an audit shall be performed by a qualified agency or individual within the State of New Hampshire.

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

20.3 Contract Credit

All publications, public information, or publicity released in conjunction with this contract shall state that such is "funded by the New Hampshire Highway Safety Agency".

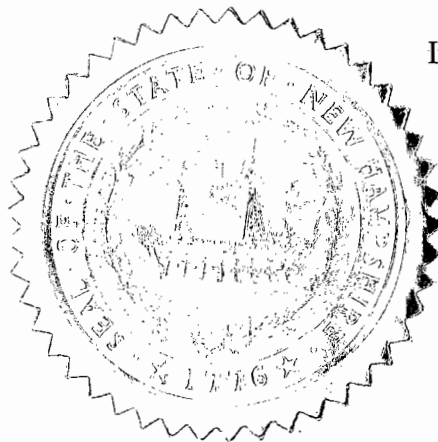
OK
1-15-13

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 NEW HAMPSHIRE OPERATION LIFESAVER, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 10, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 2nd day of January, A.D. 2013

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

William M. Gardner
Secretary of State

pac
1-15-13

CERTIFICATE

I, David Henderson, Director ~~Clerk/Secretary~~ of New Hampshire Operation Lifesaver, Inc do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- (3) the following (is a) (are) true and complete copy(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on December 14, 2012, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation: To Authorize Lyman A. Cousens, Secretary-Treasurer to execute any and all documents pertaining to a grant from the New Hampshire Highway Safety Agency in the amount of \$12,500.00
- (4) the following is a true and complete copy of a by-law adopted at a (shareholders) (organizational) meeting on _____, 19____:
- (5) the foregoing resolution(s) and by-laws are in full force and effect, unamended, as of the date hereof; and
- (6) the following person(s) lawfully occupy the office(s) indicated below, as of the date hereof:

<u>Raymond Burton</u>	President
<u>Benjamin Clark</u>	Vice-President
<u>Lyman Cousens</u>	Treasurer/Clerk/Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this

15th day of JANUARY, 2013

(Corporate Seal, if any)


~~Clerk/Secretary~~ Director

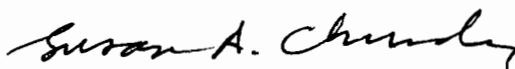
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below.)

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On JANUARY 15, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate and acknowledged that s/he executed the foregoing certificate.

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


Notary Public/Justice of the Peace

SUSAN A. CHUVALA
Notary Public - New Hampshire
My Commission Expires June 25, 2013

Jan
1-15-13

Client#: 57107

NHOPERA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2012

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

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

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260		CONTACT NAME: Rachel Ernst PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS: rernst@davistowle.com	
INSURED NH Operation Lifesaver, Inc. 4 Goodhue Road Boscawen, NH 03303		INSURER(S) AFFORDING COVERAGE INSURER A : Central Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

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
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			CLP8882677	03/02/2012	03/02/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

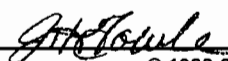
CERTIFICATE HOLDER

CANCELLATION

NH Highway Safety Agency
 78 Regional Drive
 Concord, NH 03301

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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