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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Rail & Transit
November 3, 2023

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **Sole Source** agreement with Jalbert Leasing, LLC (Vendor 154207), Portsmouth, NH, to operate the Dover Bus Terminal and Park and Ride lot located at 23 Indian Brook Drive, Dover, NH, effective upon Governor and Executive Council approval or January 1, 2024, whichever is later, to December 31, 2024. This is a no-cost operating agreement.

EXPLANATION

This **Sole Source** Agreement allows Jalbert Leasing, LLC to continue to operate the Dover Bus Terminal and Park and Ride lot through December 31, 2024, as the Department seeks to enter into a long-term lease/concession agreement (Public Private Partnership (P3)) of the Dover and Portsmouth Bus Terminals through the Request for Proposals (RFP) process. The process was initiated in May 2023 when the Department determined that ridership levels at the facilities had rebounded to approach pre-pandemic levels. The process has advanced, and the Department is currently reviewing submitted proposal documents to complete the evaluation process. At the conclusion of the evaluation process, it is anticipated that the Department would enter into negotiations for a long-term lease agreement with the selected respondent. Subsequently, the prevailing long-term lease agreement would be submitted to the Governor and Executive Council for approval.

Due to the uncertainty of the completion of the P3 RFP evaluation process and resultant long-term lease negotiation process, as well as submission to Governor and Executive Council, the Department seeks authorization to enter into this Agreement to provide for continued operation of the Dover Bus Terminal and Park and Ride lot to prevent any lapse in facility operations. This Agreement includes termination provisions that will enable a transition to a prevailing long-term lease/concession agreement, if realized, through the P3 RFP process.

Jalbert Leasing, LLC has been the contracted operator of the Dover Bus Terminal and Park and Ride lot since the first operating agreement was approved by the Governor and Executive Council on July 16, 2008, (Item 99), and has been subsequently approved to continue as the contracted operator through several extensions. The Dover Bus Terminal and Park and Ride lot continues to serve as an essential public transportation hub for the State, accommodating local and intercity bus services, carpools, vanpools, and taxi connections.

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, and subsequent to Governor and Executive Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments

JALBERT LEASING, LLC
DOVER PARK AND RIDE LOT AND BUS TERMINAL
OPERATING AGREEMENT
EXHIBITS TO AGREEMENT

Agreement and Signature Page

Exhibit A - Special Provisions

Exhibit B - Facility Rules and Regulations

Exhibit C - Facility Premises

Exhibit D - Terminal Floor Plan and Tenant Space

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

DOVER PARK AND RIDE LOT AND BUS TERMINAL

OPERATING AGREEMENT

This Operating Agreement (the "Agreement") entered into by and between the State of New Hampshire (the "State") through its Department of Transportation ("NHDOT"), PO Box 483, Concord, New Hampshire, 03302 on behalf of the Department of Transportation and Jalbert Leasing, LLC (the "Contractor"), a New Hampshire corporation, 185 Grafton Drive, Portsmouth, New Hampshire, 03801.

WITNESSETH:

WHEREAS, the Governor and Executive Council approved an agreement between the Department of Transportation and Jalbert Leasing, LLC on July 16, 2008, Item 99 for the management and operation of the Dover bus terminal and park and ride lot at Indian Brook Drive in the City of Dover with an option to renew for an additional five-year period subject to Governor and Council approval;

WHEREAS, the Department of Transportation and Jalbert Leasing, LLC has agreed to revise certain provisions in the contract agreement;

WHEREAS, the State owns and controls the Dover park and ride lot and bus terminal located at Indian Brook Drive in the City of Dover, New Hampshire, County of Strafford, and State of New Hampshire, as shown on a plan of the premises attached hereto as Exhibit C and D; and

WHEREAS, the Dover park and ride lot and bus terminal (hereinafter the "Facility") has been developed, funded, and constructed for the purpose of reducing the use of single-occupant vehicles to improve air quality in the Dover area; and

WHEREAS, the State desires to enter into an Agreement with a Fixed Base Operator for the management of the Facility, who shall be responsible for performing the services described herein, and as may be amended from time to time in the future; and

WHEREAS, Jalbert Leasing, LLC desires to act as the State's Fixed Base Operator with respect to the Facility:

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I: PREMISES, TERM AND USE

1.1 Premises

The State enters into this operating agreement with the Contractor for the purpose of management of the Facility. The Contractor shall have full responsibility for the maintenance of the Facility. The Contractor shall have the exclusive use of areas within the building as agreed by the parties and as further depicted on a floor plan attached as Exhibit D (Building Floor Plan).

1.2 Operating Agreement Terms

This agreement shall commence on January 1, 2024, or upon the date of Governor and Council Approval, whichever is later, and the Term of the Agreement shall be through **December 31, 2024**, unless terminated sooner as hereinafter provided.

1.3 Early Termination

If at any time during the Agreement Term, the State determines, in its sole discretion, that the Premises are needed for transportation purposes, this Agreement may be terminated in whole or in part by the State by giving the Contractor notice of such termination as soon as possible, but in any event, not less than ninety (90) days before the termination (such notice is to be given pursuant to Section 20.1 hereof). If such notice is given by the State, then the Agreement Term shall end on the date set forth in such notice, all with the same force and effect as though the Agreement Term had originally been scheduled to expire on such date.

1.4 Uses of Premises

The Contractor agrees that the Premises shall be used and occupied by it only for the operation of scheduled bus service and other transportation services, as well as other uses permitted in writing by the Department, and that the Contractor shall continuously throughout the Agreement Term occupy the Premises for such uses. Facility Rules and Regulations are listed in Exhibit B, which may be revised by the State from time to time.

The Contractor shall not perform any act or any practice which may injure the Premises and shall, in its use of the Premises, comply with the requirements of all applicable governmental laws, rules, and regulations.

1.5 Further Provisions

The State reserves the right from time to time to grant and relocate easements for utilities, roads, common facilities, and public amenities and to alter driveways, walkways, utilities, common facilities, and public amenities serving the premises and/or adjoining premises, all of which may be done by the State so long as the same does not materially and adversely affect the Contractor's ability to use the premises for the permitted uses.

1.6 Vending

The Contractor shall comply with RSA 186-B of the NH Statutes concerning vending at the facility.

1.7 Privacy Expectation

The Contractor acknowledges that the State has installed security cameras in the Bus Terminal and on the Premises and understands that as such, the Contractor and its employees, agents and representatives shall have no expectation of privacy in the Bus Terminal or on the Premises covered by the security cameras. The security cameras and any recordings made thereby constitute the private property of the State.

ARTICLE II: CONDITION OF PREMISES

2.1 Acceptance of Premises by The Contractor

The State shall have no obligation with respect to the condition of the Premises except as expressly set forth in the Agreement. The Contractor's occupancy shall be deemed an acknowledgment that the condition of the Premises is fully satisfactory and suitable for use and that the Contractor accepts the same in their present condition. The Contractor further acknowledges that neither the State nor any officer, agent, employee, or other person acting under it, disclosed or undisclosed, has made or implied any representations or warranties other than those expressly set forth in this Agreement concerning the Premises, their condition, title thereto, future plans of the State with respect to the Premises or appurtenant areas, or this Agreement.

ARTICLE III: CONSIDERATION

3.1 Consideration by The Contractor

Other than those costs expressly identified in the Agreement, the Contractor agrees to pay any and all costs associated with the operation of the Facility including, but not limited to, utilities (telephone, water, sewer including maintenance of septic system, heat, air conditioning), interior maintenance and supplies, landscape maintenance, trash removal, snow plowing, sanding & salting travel surfaces and any properly assessed real estate taxes applicable to the space occupied exclusively by the Contractor.

3.2 Consideration by the State

The State will pay utility costs for lighting the parking area.

ARTICLE IV: REQUIRED IMPROVEMENTS

4.1 Required Improvements

The State shall not be required to provide any work on, improvements to, maintenance, or services or other improvements in connection with the Premises.

ARTICLE V: DESIGN AND CONSTRUCTION OF PERMITTED IMPROVEMENTS

5.1 Design Guidelines

Any improvement to the Premises which the Contractor wishes to make (hereafter referred to as "Permitted Improvements"), other than routine maintenance of the Premises shall be in conformity with this Agreement, all applicable Federal, State, and Local laws, ordinances, regulations, and codes, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et. seq., and the Contractor's insurance policies.

5.2 Design Approval

The Contractor shall not commence construction of any Permitted Improvements until NHDOT, in coordination with the Department of Administrative Services' Bureau of Public Works as

applicable, has approved plans and specifications for the proposed work in accordance with the terms of Section 5.2. Prior to commencing construction of the Permitted Improvements, the Contractor shall submit to NHDOT complete plans and specifications for the proposed work. NHDOT shall review the plans and specifications for conformity with the terms of this Agreement, and shall, within thirty (30) days after receipt thereof, either approve the submissions or notify the Contractor in writing of disapproval, specifying the respects in which the submissions do not conform to the terms of this Agreement. In the event of disapproval, the Contractor shall, within thirty (30) days after the Contractor receives written notice of such disapproval, resubmit the plans and specifications altered so as to conform to the terms of this Agreement in those respects specified by NHDOT as the grounds for disapproval. The re-submission shall be subject to review and approval of NHDOT in accordance with the procedure herein provided for an original submission until the plans and specifications have been approved by NHDOT.

5.3 Permits

It shall be the Contractor's responsibility to obtain and pay for any and all permits, inspections, and federal, state, and local approvals necessary to construct the Permitted Improvements.

5.4 Changes in Plans

If the Contractor desires to make any material change in the plans and the specifications after approval by NHDOT, it shall submit the proposed change to the NHDOT for its approval, and NHDOT shall either give its approval or notify the Contractor of disapproval in accordance with the procedure provided in Section 5.2 for any original submission.

5.5 Contracts for Construction of Permitted Improvements

The Contractor shall select and propose to NHDOT one or more qualified contractors to construct the Permitted Improvements. The Contractor agrees that it shall not select any contractor who is then debarred from public contracting. Said selection(s) shall be subject to NHDOT approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The Contractor shall enter into written contracts for all construction services to be provided by its contractor(s). Said contracts shall obligate the Contractor to pay all fees and costs related to the construction of the Permitted Improvements. Upon request of NHDOT, a complete copy of each such contract shall be furnished to NHDOT.

5.6 General Provisions Governing Construction of Permitted Improvement

No contractor shall commence construction of any Permitted Improvements until all permits, certificates, and approvals required by law for the commencement of such construction have been issued.

Once commenced, the construction of each Permitted Improvement shall be prosecuted with diligence.

5.7 Payment for Permitted Improvements

In no event shall any work related to the Permitted Improvements, or any other improvements constructed by, on behalf of or under the Contractor or the State's approval thereof, give rise to any lien on the State's interest in the Premises. See RSA 228:74. The Contractor shall pay the entire cost of all Permitted Improvements promptly in cash or its equivalent so that both its and the State's interest in the Premises shall always be free of liens for labor and materials.

If any lien relating to Permitted Improvements constructed by, on behalf of or under the Contractor is filed against the Premises, then the Contractor shall discharge the same by payment or filing any necessary bond within thirty (30) days after the Contractor has notice from any source of such lien.

5.8 The Contractor's Right to Equipment After Termination

The Contractor shall have the right to remove its own equipment from the Premises upon termination of this Agreement, provided that such removal shall not cause any damage to the Premises.

ARTICLE VI: ALTERATIONS AND OPTIONAL IMPROVEMENTS

6.1 Alterations and Optional Improvements

No alterations or improvements to the Premises shall be made without prior written approval from NHDOT. The Contractor agrees not to erect and building of any description on the Premises without NHDOT's prior written approval. No signs or displays may be erected without the NHDOT's prior written approval and may be subject to restrictions with respect to number, size, location, and design.

6.2 Title to Premises and Ownership of the Improvements Shall Remain In the State

At all times during the Agreement Term, the State shall have title to the Premises and title and/or ownership of all improvements thereto, whether existing or newly constructed, and whether constructed by the Contractor or the State.

ARTICLE VII: UTILITIES

7.1 Utilities

The Contractor will pay the appropriate suppliers for all water, gas, fuel oil, electricity, telephone, and any other utilities and communications services used on the premises, and the Contractor shall instruct said suppliers to bill it directly therefor. Upon request, the Contractor shall supply the State with such documentation as the State may reasonably request to verify compliance with the foregoing. The State agrees to cooperate and, if necessary, join with the Contractor in any application required for obtaining or continuing such services.

7.2 Disposal of Refuse

The Contractor shall arrange and pay for the lawful disposal of refuse and garbage from operations under this Agreement. Such payments shall be made directly to the refuse carrier retained by the Contractor.

ARTICLE VIII: TAXES

8.1 Taxes

If real estate taxes shall become due for that portion of the Premises exclusively occupied and utilized by the Contractor, the Contractor agrees to make such payments when and as due pursuant to RSA 72:23, I (b). Failure of the Contractor to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the State.

ARTICLE IX: INSURANCE

The Contractor shall procure and maintain at its own expense, and without compensation by the State, insurance in standard policies of the kinds and in the amounts hereinafter provided, with financially sound and responsible insurance companies authorized to do such business in the State. The Contractor shall furnish to the State a certificate or certificates of insurance in form satisfactory to the State showing compliance with this Section. All such policies shall contain endorsements providing substantially that (a) such policies may not be reduced, canceled, materially changed, or allowed to lapse with respect to the State except after thirty (30) days prior written notice to the State; and (b) the State may, but shall not be obligated to, make premium payments to prevent such cancellation for non-payment of premiums, and that such payments shall be accepted by the insurer.

The Contractor will be solely responsible for payment of all deductibles and self-insured retentions (if any) to which such policies are subject. Deductibles and self-insured retentions must be approved by the State. Such approvals shall not be unreasonably withheld.

The types and limits of insurance are as follows:

9.1 Personal Property

The Contractor shall, at its sole expense, obtain and keep in full force and effect throughout the term of this Agreement insurance upon the bus terminal and Contractor's personal property, fixtures and furnishings located upon the Premises, in an amount equal to one hundred percent (100%) of the full replacement cost thereof, with coverage against such perils, casualties, and contingencies as are from time to time customarily covered by "all-risk" insurance policies.

9.2 General Liability

The Contractor will, at its sole expense, obtain and keep in force throughout the term of this Agreement, comprehensive general liability insurance insuring the Contractor, and naming NHDOT as additional insured, against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon the Premises and/or arising out of the operations, use or occupancy of the Premises and equipment by the Contractor. Said insurance shall be written on an occurrence basis to afford protection in an amount equal to the amount of $2,000,000 combined single limit for personal and bodily injury endorsement coverage insuring the performance by the Contractor of the indemnity agreement set forth in Section 10.1 of this

document. The amount of such insurance may be adjusted as reasonably directed by the State to protect against judgments then being awarded in New Hampshire for injury, death, and property damage. All comprehensive general liability policies maintained by the Contractor shall contain a provision that NHDOT, although named as an additional insured, will nevertheless be entitled to recover under such policies for any loss sustained by it, its agents, and its employees as a result of acts or omissions of the Contractor.

9.3 Workers' Compensation and Employers Liability as required by law.

Throughout the term of this Agreement, the Contractor shall carry workers' compensation as required by law.

Limits of Liability:	$100,000 for each accident; $500,000 disease – policy limit; $100,000 disease – each employee

Deductible, if applicable, to be shown on the certificate.

9.4 Comprehensive Automobile Liability

Throughout the term of this Agreement, the Contractor shall carry comprehensive automobile liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.

Limits of Liability:	$1,000,000 Combined Single Limit for bodily injury and property damage.

9.5 Property Insurance

The Contractor agrees to obtain and keep in force a policy of insurance for full replacement cost against the loss of the facility to fire or other perils or casualties. The State and the Contractor acknowledge that the State is self-insured and is not required by this agreement to procure or maintain insurance of any kind.

9.6 Personal Property at the Contractor's Risk

All of the furnishings, fixtures, equipment, effects, and property of every kind, nature and description of the Contractor shall be at the sole risk and hazard of the Contractor, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, no part of said loss or damage is to be charged to or to be borne by the State.

ARTICLE X: INDEMNIFICATION

10.1 Indemnification of the State by the Contractor

The Contractor hereby covenants and agrees to indemnify and hold harmless the State and its officers, agents, and employees from any and all claims, actions at law, suits in equity, losses, damage, costs, or injury of whatever kind and nature, whether direct or indirect, arising out of the activities of the Contractor in or about the Premises, or caused by any act, neglect, fault, work, improper conduct, omission, by the Contractor, its agents, employees, contractors, invitees or

licensees. The Contractor's liability hereunder extends to the acts or omissions of any agent, employee, contractor, invitee, or licensee of the Contractor.

The Contractor agrees to indemnify and hold the State harmless from and against all bills for labor performed and equipment, fixtures, and materials furnished to the Contractor, and from and against any and all liens, bills, or claims therefore or against the Premises, and from and against all losses, damage, costs, expenses, suits and claims whatsoever in connection with any improvements or alterations made by the Contractor during the term of this Agreement. 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.

10.2 Legal Proceedings

Upon request of the State, the Contractor shall defend each and every legal proceeding in which the State or any of its agencies, officers, or employees is named as a party, arising out of or in any manner connected with the activities engaged in by the Contractor under this Agreement.

ARTICLE XI: MAINTENANCE, REPAIRS, SAFE OPERATION

11.1 Grounds

The Contractor will, at its sole expense, maintain all paved surfaces located upon the Premises, including, but not limited to, the parking lot, paths, and sidewalks, in a clean manner and shall promptly remove all accumulations of snow and ice therefrom and salt and sand all walkways and parking areas as to sufficiently protect travelers from ice and snow conditions. The Contractor shall maintain lawns, shrubbery, trees, and ground cover so that they are healthy and of good appearance. All activities of the Contractor shall preclude the discharge of substances in concentrations that will result in harm to water supply, fish, and wildlife. Chemicals may not be used to control undesirable vegetation, insects, or rodents without prior written approval of NHDOT. Only those materials approved and registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on the Premises. The Contractor shall follow label instructions in the preparation and application of pesticides and disposal of excess materials and containers.

In the event that it is necessary to fill, grade, or otherwise restore the Premises for parking, the Contractor shall be responsible for such work and all such work shall be performed at the Contractor's sole cost and expense. Such work is subject to approval by NHDOT. The Contractor shall ensure that such work is performed only when supervised by NHDOT.

All maintenance work performed by the Contractor shall be accomplished in a manner so as to cause no unreasonable interference with any adjacent highway or abutter.

11.2 Facility Maintenance

The Contractor shall perform and pay for all normal interior and exterior repairs and maintenance including without limitation painting, walls, doors and trim, HVAC equipment, electrical wiring, plumbing, ceilings, roofing, and also including all windows, glass, and entrance doors. The State shall perform and pay for all necessary major structural repairs and capital improvements as

determined by the State, including replacement of building systems, except as otherwise specifically requested by the Contractor and agreed to by the State.

11.3 Sanitation

The Contractor, at its sole expense, shall keep the Premises in a clean and sanitary condition at all times. The Contractor shall be responsible for all litter pickup, trash disposal, cleaning, and sanitation. The Contractor will have the septic system tank(s) pumped out at least once per year, and more frequently as necessary. All New Hampshire and local health laws and regulations regarding sanitation shall be strictly complied with.

11.4 Safe Operation of Facilities

The Contractor shall periodically inspect all areas of the Premises for the presence of unsafe and hazardous conditions and shall promptly remedy such conditions when found.

11.5 Parking Areas

Subject to approval by the State and to the extent permitted by State law, the Contractor shall be responsible for the removal of abandoned vehicles, regulation of camper parking, control of the parking areas for purposes of snow removal operations and taking all reasonable and lawful measures to eliminate nuisances and dangerous conditions. The State shall be responsible for traffic control as reasonably necessary for the operation of the Premises in accordance with this Agreement.

ARTICLE XII: HAZARDOUS MATERIALS

12.1 Hazardous Materials Activities

The Contractor shall not cause any hazardous materials or toxic wastes, hazardous or toxic substances, or hazardous or toxic materials (collectively "Hazardous Materials" to be used, generated, stored, or disposed of on, under or about, or transported to or from the Premises (collectively "Hazardous Material Activities") without first receiving the State's written consent, which may be withheld for any reason or revoked at any time. If the State Consents to any such Hazardous Material Activities, the Contractor shall conduct them in strict compliance with all applicable Regulations, as hereinafter defined, using all necessary and appropriate precautions, and shall not cause or permit any release or threat of release of Hazardous Materials. In the event of a release or threat of release of any Hazardous Materials on account of any Hazardous Materials Activities of the Contractor or its employees, agents, contractors, licensees, or invitees, the Contractor shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up the release or eliminate the threat of release in accordance with all applicable legal requirements. The State shall not be liable to the Contractor under this Agreement for any Hazardous Materials Activities by the Contractor, the Contractor's employees, agents, contractors, licensees, invitees, or any other third party, whether or not consented to by the State.

For purposes of this Agreement, "Hazardous Materials" shall include, but not be limited to, the gasoline of all types and all substances defined as "hazardous substances", "toxic substances", "oil" or "hazardous wastes" in any federal, state, or applicable local statute now or hereafter

enacted concerning hazardous materials, or in any regulation adopted or publication promulgated pursuant to said statutes (collectively, "Regulations").

Prior to using, storing, or maintaining any Hazardous Materials on or about the Premises, The Contractor shall provide the State with a list of the types and quantities thereof and shall update such lists as necessary for continued accuracy. The Contractor shall also provide the State with a copy of any Hazardous Materials inventory statement required by any applicable Regulations, and any update filed in accordance with any applicable Regulations. If the Contractor's activities violate or create a risk of violation of any Regulation, The Contractor shall cease such activities immediately upon notice from the State. The Contractor shall notify the State immediately by telephone and in writing of any release or discharge of Hazardous Materials or of any condition constituting a threat of release of Hazardous Materials. The State may (but shall not be obligated to) enter upon the Premises at any time during the term of the Agreement to inspect the Contractor compliance herewith and may disclose any violation of any Regulation to any governmental agency with jurisdiction.

Nothing herein shall prohibit the Contractor from using minimal amounts of oil, solvents, or other substances that may constitute Hazardous Materials in carrying out the Contractor's construction, maintenance, and repair obligations under this Agreement, or in conducting the Contractor business upon the Premises in accordance with the Permitted Uses, provided that such use is in compliance with all Regulation and shall be subject to all of the other provisions of this Agreement.

12.2 Indemnification for Hazardous Materials Activities

The Contractor shall indemnify and hold the State harmless for all claims, damages, costs, and liabilities incurred by the State arising out of the Contractor's Hazardous Materials Activities, including, but not limited to, the State's testing and engineering expenses, remediation, lost property value, reasonable attorney fees, and litigation costs.

ARTICLE XIII: INSPECTION AND ACCESS

13.1 Right to Inspect Premises

Throughout the Agreement Term, the State and its representatives including, without limitation, representatives of the Federal Highway Administration, shall have the right to inspect the Premises for the purpose of ascertaining the Contractor's compliance with the terms of this Agreement and federal, state, and local laws, regulations, and ordinances. Inspection, other than emergency inspections, shall be made on at least twenty-four (24) hours prior notice to the Contractor and shall be accomplished in a manner that does not unreasonably interfere with the operations of the Premises by the Contractor. If requested by the State, the Contractor shall provide a representative to accompany the State on each such inspection.

13.2 Access

Throughout the Agreement Term, the State and its representatives, including, without limitation, representatives of the Federal Highway Administration shall have the right to pass in, on, and over the Premises for the purpose of maintenance, repair, and/or replacement of its highway facilities.

The Contractor shall allow any public or private utility holding an easement, license, or permit, regarding the Premises or any portion thereof, to enter the Premises and perform routine and emergency repairs and maintenance work related to their easement, license, and/or permit.

ARTICLE XIV: ACCOUNTING AND REPORTING

14.1 Books of Account and Financial Reporting

The Commissioner, or his or her designee, shall have the right at reasonable times and upon reasonable notice to examine the books, records, and other compilations of data of the Contractor which pertain to the performance of the provisions and requirements of this Agreement including ticket sales, fees, and utility costs.

The Contractor shall preserve all its accounting books and records pertaining to the Premises for a period of three years following the close of each fiscal year of the Contractor. All of such books and records shall be subject to review, audit, and analysis by qualified representatives of the State at mutually convenient times and provide performance and operational expense reports by the end of March for the previous calendar year.

14.2 Access to Records

For the purpose of administering this Agreement, the Contractor agrees to make all of the accounting books and supporting records to its business activities within the authority of this Agreement, available for review and analysis by the State, its agents, representatives, and/or State agencies authorized to review NHDOT activities. Review of accounting books and supporting records will be made at dates convenient to the Contractor and reviewers. Financial information so obtained will be treated as confidential to the full extent permitted under RSA 91-A.

14.3 Repair and Maintenance Records

In addition to any other books and accounts maintained by the Contractor, it shall maintain proper records of all repairs, maintenance, and expenses related thereto and shall make these available to the State upon request.

ARTICLE XV: COMMISSION RATES, BUS OPERATIONS

15.1 Commission Rates

The Contractor shall be solely responsible for sales of tickets for scheduled bus service at the facility and may charge a commission rate approved in advance by the State, not to exceed 17% on such sales. The Contractor may charge a fee not to exceed $30.00, for the operation of each unscheduled bus departure using the facility. Any alternative commission rate or fee arrangement must be approved in writing by the State. The State reserves the right to establish, and require the Contractor to implement, alternative commission and fee arrangements as it deems necessary.

15.2 Other Bus Operations

The Contractor shall provide customer service, schedule information, and ticket sales to passengers using those scheduled bus operations paying the commission authorized in Section 15.1. The Contractor may require said operations to submit service plans and schedules 60 days in advance of commencement of service and to provide Facility usage data.

ARTICLE XVI: ASSIGNMENT AND SUBLETTING

16.1 Limitations

The Contractor shall not assign, transfer, convey, sublet, encumber, or dispose of its right, title, or interest in the whole or any part of the Premises or enter into any agreement with any entity or person, except for employees of the Contractor, to exercise substantial management responsibilities for the operations authorized hereunder or any part thereof, without the prior written consent of the State, which may be withheld for any reason whatsoever. Any assignment, transfer, conveyance, sublet, encumbrance, or disposition without prior consent of the State shall be null and void.

The failure of a transferee of any other successor in interest to the Contractor to assume the obligations of the Contractor hereunder or to obtain the approval of the State as herein required shall not relieve such transferee or successor of such obligations or limit the State with respect to any right, remedies or controls it may have under this Agreement.

Any transfer by operation of law or otherwise of the Contractor's interest in this Agreement or change of a controlling interest in the Contractor's ownership so as to permit the exercise of substantial managerial influence over the operations of the Contractor by such transferee shall be deemed a transfer of the Contractor interests in the Premises for the purposes of this Article XVI. The Contractor agrees to comply with the requirements of the laws of New Hampshire, regarding the filing of updated beneficial interest disclosure statements.

ARTICLE XVII: CASUALTY AND TAKING

17.1 Casualty Loss

In the event that the buildings, structures, or other improvements on the Premises are damaged or destroyed by fire or other casualty, the Contractor will immediately notify the State.

The State shall have no obligation to rebuild any or all of the buildings or structures so damaged. In the event that the fire or other casualty renders the Transportation Center unfit for its intended use, either party may elect to discontinue performance under the Agreement by written notice to the other, provided that if the Contractor has insurance coverage for such casualty and the proceeds of such insurance are adequate and available to repair or reconstruct the Premises after such casualty, then the Parties shall not terminate this Agreement, provided that the Contractor shall promptly repair the damage in accordance with the provisions of this Agreement.

The foregoing notwithstanding, the State may, in its sole discretion, seek to obtain funds for the repair or reconstruction of the facility so that the operation of the facility may be maintained.

17.2 Taking by Eminent Domain

If a substantial part of the Premises shall be taken for any public or quasi-public use under governmental law or by right of eminent domain and such taking would materially interfere with the use of the Premises by the Contractor for the purposes contemplated by this Agreement, then the Agreement may be terminated by either the State or the Contractor. The State or the Contractor shall make such election by giving the other party written notice within sixty (60) days after the event giving rise to a right to terminate. Any such termination shall be effective thirty (30) days after the date of notice thereof.

The State reserves all rights to damages payable by reason of anything lawfully done in pursuance of any public or other authority and, by way of confirmation, the Contractor grants to the State all of the Contractor's rights to such damages and agrees to execute and deliver such further instruments of assignment thereof as the State may from time to time request, provided, however, that the Contractor reserves for itself any award specifically reimbursing the Contractor for moving or relocation expenses and any other award the payment of which does not diminish the amount otherwise payable to the State.

ARTICLE XVIII: RIGHT OF THE STATE TO PERFORM

18.1 The State's Right to Perform the Contractor's Obligations

If The Contractor fails to perform any of its obligations under this Agreement within the time permitted for its performance, then the State after ten (10) days' prior written notice to the Contractor (or, in the case of any emergency, upon such notice or without notice, as may be reasonable under the circumstances) and without waiving any of its rights under this Agreement, may (but will not be required to) pay such amount or perform such obligation.

18.2 Reimbursement of the State by the Contractor

All amounts paid by the State and all costs and expenses incurred by the State in connection with the performance of any such obligations will be immediately payable by the Contractor to the State on demand.

ARTICLE XIX: DEFAULTS AND REMEDIES

19.1 Events of Default by the Contractor

The following events shall be deemed to be events of default by the Contractor under this agreement:

(a) The Contractor shall fail to comply with any term, provision or covenant of this Agreement and shall not cure such failure within twenty (20) days after written notice thereof to the Contractor or, in the case of failures that cannot be cured within twenty (20) days, commenced to cure such failure within twenty (20) days and thereafter diligently pursued such cure to completion.

(b) The Contractor shall abandon any substantial portion of the Premises or cease to use a substantial portion of the Premises for the purposes permitted by this Agreement.

(c) The Contractor shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to the State to ensure payment thereof or shall fail to

satisfy any judgment rendered thereon and have the same released within ten (10) days after written notice from the State.

(d) The Contractor shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the law of the United States or is dissolved or makes an assignment for the benefit of creditors.

(e) Involuntary proceedings under any such bankruptcy laws or for this dissolution of the Contractor are instituted against the Contractor or receiver or trustee is appointed for all or substantially all of the Contractor property, and such proceeding is not dismissed, or such receivership or trusteeship is not vacated within ninety (90) days after such institution or appointment.

19.2 Remedies of the State

Upon the occurrence of any of the events of default in Section 19.1, the State shall have, in addition to the rights set forth in Article XVIII of the Agreement and any other remedies available to the State at law or equity, the immediate option, or the option at any time thereafter, to terminate this Agreement and all rights of the Contractor hereunder on five (5) days' written notice to the Contractor, and this Agreement will come to an end on the effective date of such notice as fully and completely as if the term of this Agreement had expired. Upon the termination of the Agreement, the Contractor shall immediately quit and surrender the Premises to the State, but the Contractor shall remain liable for damages as hereinafter provided. In the event the Contractor fails to quit and surrender the Premises, the State may re-enter and repossess the Premises or any part thereof without constituting trespass and without prejudice to any remedies for default. The Contractor hereby waives all statutory and equitable rights to its leasehold after termination of this Agreement by the State under this paragraph, including, without limitation, rights in the nature of further cure or redemption, if any.

19.3 Remedies Cumulative

The specific remedies to which the State or the Contractor may resort under this Agreement, and all other rights and remedies of the State and the Contractor are cumulative, and any two or more may be exercised at the same time. Nothing in this Agreement shall limit the right of the State to prove and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at that time.

19.4 The State's Default

The State shall use due diligence in performing its covenants and obligations under this Agreement. In no event shall the State be in default unless notice thereof has been given to the State and it fails to perform within thirty (30) days provided, however, that such thirty-day period shall be reasonably extended if such performance begins within such period and thereafter is diligently pursued.

ARTICLE XX: TERMINATION

20.1 Termination Procedures/Requirements

The contract shall continue to remain in force and effect for the entire period specified above and any subsequent extension period unless terminated in whole or in part sooner in one of the following ways:

a) By the State for cause if the Contractor is in material breach of a term or terms of the contract which is/are not corrected within thirty (30) days of written notice to cure given by the State to the Contractor;
b) By the Contractor for cause if the State is in material breach of a term or terms of the contract which is/are not corrected within thirty (30) days of written notice to cure given by the Contractor to the Department;
c) Notwithstanding any language in the Contract to the contrary the State or Contractor may terminate the Contract without cause upon ninety (90) days written notice; or,
d) Upon a mutual determination and agreement that continued performance under the contract is not desirable.

In the event of termination under (b) above, the Contractor may pursue all of its remedies at law or in equity. Damages consisting of anticipated profits and amounts for the purchase of equipment will not be paid under any circumstances.

In the event of termination under (a) above, the State may engage the services of others to continue work for the balance of the contract period without the benefit of competitive bidding, and the Contractor shall compensate the State for the actual costs to reissue a subsequent Request for Proposal (RFP) to secure another Contractor to operate the facility.

In the event of termination under (c) above, if the Contractor terminates the contract within the first twelve months of the contract term, even with having provided ninety (90) days written notice, the Contractor agrees to compensate the State for the actual costs to reissue a subsequent RFP to secure another Contractor to operate the facility.

In the event of termination under (d) above, the termination shall take effect a minimum of sixty (60) days after the parties reach a mutual determination to terminate. Upon the termination taking effect, both parties shall, effective the date of the termination, be exonerated of any and all further liabilities and/or obligations under the contract.

The Contractor may, upon termination of the contract, remove all moveable furniture, trade fixtures, and equipment belonging to the Contractor, repairing any damage caused by such removal. Property not so removed shall be deemed abandoned by the Contractor, and the State may, at its option, keep the same for its use or remove the same in any manner as the State shall choose, and the Contractor shall pay on demand any and all expenses incurred in such removal.

ARTICLE XXI: MISCELLANEOUS

21.1 Surrender of Premises

At the end of the term of this Agreement, or any extension or renewal thereof, or other sooner termination of this Agreement, the Contractor will peaceably deliver to the State possession of the Premises, together with all improvements or additions thereto (unless the State has requested removal as a condition to approving construction of same), in the condition in which the Contractor is required to maintain them under the terms of this Agreement. The Contractor may,

upon termination of this Agreement, remove all moveable furniture, trade fixtures (e.g., logos), and other equipment belonging to the Contractor, provided it repairs any damage caused by such removal. Property not so removed shall be deemed abandoned by the Contractor, and the State may at its option, keep the same for its use or remove the same in any manner as the State shall choose, and the Contractor shall pay on demand any and all expenses incurred in such removal.

21.2 Holding Over

The Contractor has no right to hold over at the end of the term of this Agreement. If the Contractor retains possession of the Premises or any part thereof after expiration of the Agreement Term or earlier termination of the Agreement, the State may at its option, serve written notice upon the Contractor that such holding over constitutes the creation of a tenancy at will, upon the terms and conditions set forth in the Agreement. If no such notice is given, then a tenancy at sufferance shall be deemed to be created. The provisions of this paragraph shall not constitute a waiver by the State of any right of re-entry given by this Agreement for default by the Contractor hereunder.

21.3 Status Report

Recognizing that both the State and the Contractor may find it necessary or desirable to establish to third parties, such as accountants, lenders, governmental agencies, or the like, the then-current status of performance hereunder, either party, upon the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Agreement. Without limiting the foregoing, the Contractor shall at any time and from time to time, but only after ten (10) days prior written notice from the State, execute, acknowledge, and deliver a written statement certifying that this Agreement is in full force and effect subject only to such modification as may be set out; that the Contractor is in possession of the Premises and that there are not any uncured defaults on the part of the State, or specifying such defaults if they are claimed. If the Contractor fails to deliver such statement in a timely manner, the Contractor shall be deemed to have acknowledged that this Agreement is in full force and effect, without modifications except as may be represented by the State, and that there are no uncured defaults in the State's performance. Any statement provided by either the State or the Contractor hereunder may be relied upon by the other or any other party to whom the State or the Contractor requests the statement be addressed.

21.4 Waiver

If either the State or the Contractor waives the performance of any term, covenant, or condition contained in this Agreement, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein. Failure by either the State or the Contractor to enforce any of the terms, covenants, or conditions of this Agreement for any length of time shall not be deemed to waive or to decrease the right of such party to insist upon strict performance in the future. No provision of this Agreement shall be deemed to have been waived by either the State or the Contractor unless such waiver is in writing and signed by a duly authorized representative of the party to be bound thereby.

21.5 No Brokerage

The State and the Contractor each represent and warrant that no broker, agent, commission salesman, or other person has represented it in connection with the procurement or consummation of this Agreement. In the event any brokerage claims are asserted against the State predicated upon prior dealings with the Contractor, the Contractor agrees to indemnify and hold the State harmless against any such claim.

21.6 Notice: Time of Essence

All notices and other communications required or permitted to be given under this Agreement shall, unless otherwise expressly permitted hereunder, be in writing, signed by a duly authorized representative of the party giving notice and shall be given by hand delivery (including, without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested. Notices shall be sent or addressed to the Contractor at the address appearing for the Contractor in this Agreement. Notices to the State, unless otherwise expressly stated in this Agreement, shall be sent to the State at the respective address appearing in this Agreement. The State or the Contractor may, by written notice given hereunder, at any time and from time to time, designate a different address to which notices shall be sent. Notices served as aforesaid shall be deemed given for all purposes (i) on the date shown on the receipt for such delivery or (ii) as of the date such notice was sent in the event delivery is refused or acceptance could not be obtained.

Any requests for approval made by the Contractor to the State where such approval shall be deemed granted after a period of non-reply by the State shall, as a condition to the effectiveness thereof, bear the following legend at the top of the transmittal letter in bold-faced type at least one-quarter inch high, with the appropriate deadline for reply filled in:

NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE ATTENTION
FAILURE TO RESPOND WITHIN ___ DAYS SHALL RESULT IN AUTOMATIC APPROVAL

Where either the State or the Contractor is to give a notice or respond to a notice within a specific time period under this Agreement, time shall be of the essence in giving or responding to such notice.

21.7 Status of Parties

The relationship of the Contractor to the State is that of an independent contractor, and said contractor, in accordance with its status as such, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be a partner, agent, joint ventures, officer or employee of the State by reason of this Agreement and that it will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an employee or officer of the State. Nothing contained in this Agreement shall create or be construed as creating a partnership or joint venture between the State and the Contractor or constitute the Contractor an agent of the State.

21.8 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire, and all legal actions brought in connection with this Agreement shall be brought in courts within the State of New Hampshire.

21.9 Entire Agreement

This Agreement, together with its Exhibits, whether physically appended to this document or incorporated by reference without being so appended, contains all of the agreements of the parties and supersedes any previous negotiations. There are no agreements between the State and the Contractor with respect to the subject matter of this Agreement other than those set forth in this Agreement and its Exhibits.

21.10 Paragraph Headings

The paragraph headings herein are for convenience of reference only and shall in no way define, increase, or limit the scope or intent of any provision of this Agreement.

21.11 Partial Invalidity

If any term of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the rest of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21.12 Force Majeure

In any case where either the State or the Contractor is required to perform any act, delays caused by or resulting from war, fire, flood, unusually sever weather, strikes or other causes beyond such party's reasonable control shall not be counted in determining the time during which such act shall be completed whether such time be designated by a fixed date, a fixed time or a "reasonable" time, and such time shall be deemed to be extended by the period of delay.

21.13 Recording

The State and the Contractor agree not to record this Agreement. Both parties will, at the request of either, execute, acknowledge, and deliver a Notice of Agreement in recordable form. Such notice shall contain only the information required by law for recording a notice of lease.

21.14 No Agreement Until Signed

No legal obligations shall arise with respect to the Premises or other matters herein until this Agreement, contingent upon Governor and Executive Council approval, is executed and delivered by the State and the Contractor, with all required signatures.

21.15 Successors and Assigns

This Agreement and the covenants and conditions herein contained shall insure to the benefit of the State and be binding upon the Contractor, its successors, and assigns.

21.16 State Employees Barred from Interest

No official, employee, or consultant of the State of New Hampshire shall have any personal interest, direct or indirect, in this Agreement or the Contractor, nor shall any such official, employee, or consultant participate in any decision relating to this Agreement which affects their personal interest or the interests of any corporation, partnership, or association in which they are directly or indirectly interested.

21.17 The State's Liability

No official, employee, or consultant of the State of New Hampshire shall be personally liable to the Contractor or to any partner or shareholder thereof, or to any successor in interest or person claiming through or under the Contractor or any partner or shareholder thereof, in the event of any default or breach of this Agreement, or for any amount which may become due or on any claim, cause, or obligation whatsoever under the terms of this Agreement. All claims against the State shall be governed by the provisions of this Agreement. The foregoing notwithstanding, nothing herein shall be deemed to waive the sovereign immunity of the State.

21.18 Nondiscrimination

The Contractor agrees that it shall not, because of race, color, national origin, ancestry, age, sex, religion, physical or intellectual disability, or sexual orientation, discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to the Contractor, or deny any person access to the Premises or to any activities or programs carried out upon the Premises. The Contractor shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment or public accommodation. The Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended. In the event of a breach of any of the above nondiscrimination covenants, the State shall have the right to terminate this Agreement and reenter and repossess the Premises and hold the same as if this Agreement had never been made or issued.

21.19 Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original and all such counterparts shall together constitute but one and the same Agreement.

Jalbert Leasing, LLC

By: James M. Jalbert Date: 10-27-2023

Title: President

Signature:

JAMIE LESNIAK
Notary Public - New Hampshire
My Commission Expires February 5, 2025

County of Rockingham

On this the 27th day of October, 2023, before me Jamie Lesniak, the undersigned officer, personally appeared James M. Jalbert, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within the instrument and acknowledged that (s)he has executed the same for the purposes therein contained.
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

NH Department of Transportation

By: Michelle L. Winters Date: 11/08/2023

Title: **Director of Aeronautics, Rail & Transit**

Signature:

Approved by Attorney General

By: Samuel Burgess Date: 11/30/2023

Title: Assistant Attorney General

Signature:

Approved by Governor and Council

By: _____ Date: _____

EXHIBIT A

SPECIAL PROVISIONS

The insurance requirements of Section 9.2 are hereby modified as follows:

General Liability insurance with limits of at least $1,000,000 per occurrence, $2,000,000 in the General Aggregate, and Umbrella Liability insurance with limits of at least $4,900,000 per occurrence.

The State of New Hampshire, Department of Transportation has accepted the Comprehensive Automobile Liability insurance of $100,000 Combined Single Limit for bodily injury and property damage in fulfillment of the requirements of Section 9.4 Comprehensive Automobile Liability.

EXHIBIT B

FACILITY RULES AND REGULATIONS

1. Solicitation on State property is prohibited.

2. Advertising and other signage not installed by the State is subject to approval by the State and may be removed if installed without approval.

3. Passenger information and announcements shall include the carrier's name, departure time, destination, gate location, and other instructions.

4. Public address and schedule display systems shall be used only to inform passengers and the public about bus schedules, arrivals, departures, and other necessary details of bus service.

5. In order to ensure the safe and orderly flow of pedestrians utilizing the facility, the Contractor shall not be permitted to place or store property on the sidewalks or passageways adjacent to the building, or in vestibules, doorways, or corridors within the Bus Terminal.

6. No bicycle riding, rollerblading, skateboarding, or similar activity is allowed in the Bus Terminal.

7. No animals other than service animals may be kept in or about the Bus Terminal without written approval of the State.

8. The Bus Terminal may not be used for lodging or sleeping.

9. No smoking permitted in the Bus Terminal.

10. It is the Contractor's responsibility to keep the Ticket Window Area, Package Express Office, Dispatch Office, and Commercial Office Space clean and rubbish-free, all on a daily basis.

11. Only buses shall have access to and use of the docking area of the Bus Terminal. Exceptions may be allowed by the Contractor on a case-by-case basis or by the written request of the State.

12. Unless expressly authorized by NHDOT, the Contractor shall not permit the sale or consumption of alcoholic beverages on the Premises.

13. The Contractor shall be responsible for working with and on behalf of the State to implement the State's "Permit and Access Rules" for utilization of the facility.

EXHIBIT C

FACILITY PREMISES

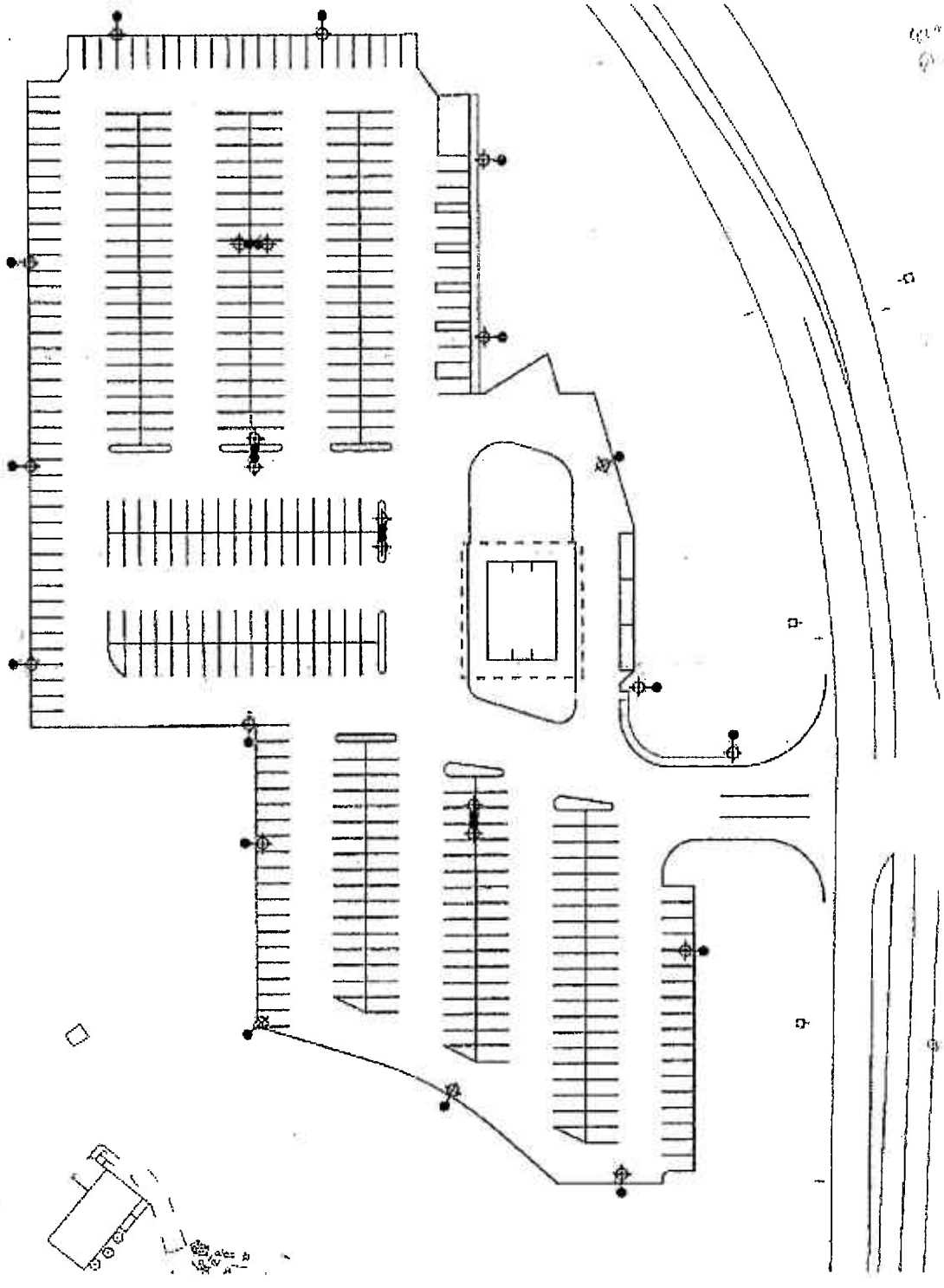
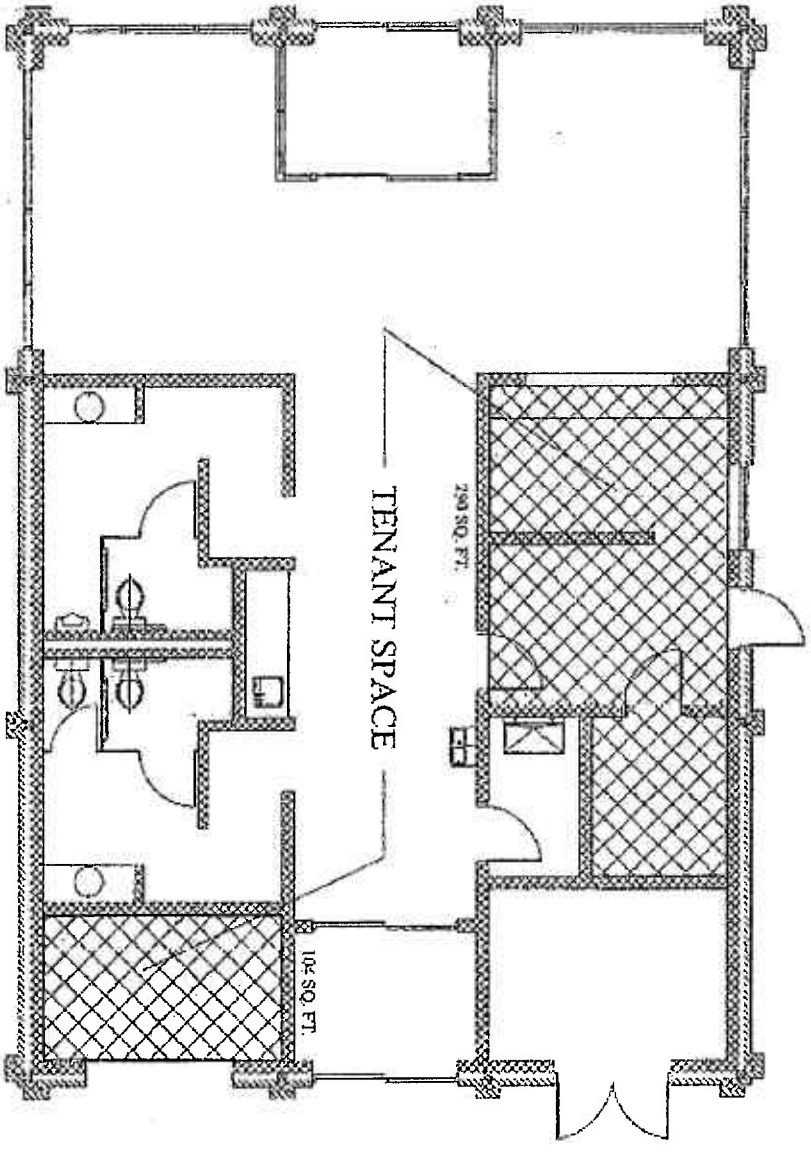


EXHIBIT D

TERMINAL FLOOR PLAN



State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JALBERT LEASING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 13, 1986. 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: **96616**

Certificate Number: **0006337725**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of October A.D. 2023.

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE OF EXISTENCE

OF

JALBERT LEASING, LLC

This is to certify that **JALBERT LEASING, LLC** is registered in this office as a **New Hampshire Limited Liability Company** to transact business in New Hampshire on 6/29/2023 2:13:00 PM.

Business ID: **96616**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of June A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, James M. Jalbert, hereby certify that I am the sole Partner, Member or Manager and the sole officer of Jalbert Leasing, LLC a limited liability partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 10·27·2023 ATTEST: _____

James M. Jalbert, President

JALBLEA-01 KMCCUEAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/28/2023

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 endors
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
World Insurance Associates, LLC
50 Prospect St
Waltham, MA 02453

CONTACT NAME:
PHONE (A/C, No, Ext): (781) 642-9000 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arbella Protection Insurance Company	41360
INSURER B : National Interstate Ins Co	32620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jalbert Leasing, Inc.
dba C&J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			BNDR5123	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
	X ANY AUTO			YPP 2200300-03	5/1/2023	5/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,900,000
	X EXCESS LIAB CLAIMS-MADE			YEX 2200300-03	5/1/2023	5/1/2024	AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			BNDR5123	5/1/2023	5/1/2024	Scheduled	444,875
A	Excess GL			BNDRXS5123	5/1/2023	5/1/2024	AGG	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
23 Indian Brook Drive, Dover, NH, & 185 Grafton Drive, Portsmouth, NH

CERTIFICATE HOLDER

State of New Hampshire Department of Transportation
Bureau of Rail & Transit
7 Hazen Drive
Concord, NH 03302-0483

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Christopher R Clark

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NHMTA
NEW HAMPSHIRE MOTOR TRANSPORT ASSOCIATION

P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: Jalbert Leasing, Inc. dba C & J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

Certificate #: 10

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE ☐ Continuous* ☐ Extended ☐ Policy Term	POLICY NUMBER	LIMIT OF LIABILITY	
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: ☑ If yes, describe under Description of Operations below	01/01/2023-01/01/2024	P000674NHMTA2023	Bodily Injury By Accident	$500,000
			Bodily Injury by Disease Policy Limit	$500,000
			Bodily Injury by Disease Each Person	$500,000

Description of Operations:

ADDITIONAL COMMENTS:

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

NH DOT - Bureau of Rail & Transit
7 Hazen Drive PO Box 483

Concord, NH 03302

Authorized Representative

Concord, NH	603-224-7337	12/02/2022
Office	Phone Number	Date Issued