

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #43A
Date 10-31-18



William Cass, P.E.
Assistant Commissioner

Bureau of Highway Maintenance
October 8, 2018

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a lease agreement with Nortrax Inc., Pembroke, New Hampshire (Vendor Code #218286) with credit financing through Deere Credit, Inc., of Johnston, IA, on the basis of a low bid of \$1,306.35 per month per unit for sixty six (66) loader backhoes for a total lease value of \$5,173,146.00. Lease payments will be payable to Deere Credit, Inc. The lease agreement will be effective upon Governor and Council approval for a lease term of 5 years through June 2024. 100 % Highway Funds.

Funding is available as follows for FY 2019 and is contingent upon the availability and continued appropriation of funds for FY 2020 through FY 2024 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
04-96-96-960515-3007 Highway Maintenance 022-500527 Rents- Leases Other Than State	\$94,057.20	\$603,533.70	\$603,533.70	\$603,533.70	\$603,533.70	\$509,476.50
04-96-96-960515-2928 Winter Maintenance 022-500527 Rents- Leases Other Than State	\$0.00	\$431,095.50	\$431,095.50	\$431,095.50	\$431,095.50	\$431,095.50

The funding distribution is based on staggered delivery of leased equipment from March 31, 2019 through June 30, 2019 and utilizing the equipment 5 months for Winter Maintenance and 7 months for Bureau of Highway Maintenance.

EXPLANATION

This leasing agreement for sixty six (66) loader backhoes is necessary in order for DOT Bureau of Highway Maintenance to perform road maintenance tasks. This lease agreement will replace a current lease agreement that is set to expire. These sixty six (66) leased loader backhoes will replace 50 existing leased units, 7 Department owned equipment that has reached the end of useful life, and 9 that are currently being rented under contract rental agreements and therefore does not constitute an increase in the fleet. The Bureau of Highway Maintenance has 6 District Offices with 88 Patrol Sheds throughout those Districts that serve the entire state geographically. These crews perform varied activities such as plowing, sanding and de-icing during snowstorms, paving and drainage repairs, culvert repairs, tree cutting and removal, and restoring roads after washouts and state emergencies. In order to perform the Bureau of Highway Maintenance duties, loader backhoes are required on a regular basis.

This lease program was reviewed and approved by the Department of Treasury as to compliance with RSA 6:35- State Leases. The NH State Treasury Agency Lease Questionnaire signed and dated by the State Treasurer is attached.

The Bureau of Highway Maintenance currently obtains 9 loader backhoes by contract rental agreements with various vendors statewide. The loader backhoe lease agreement for these currently rented loaders is estimated to save NHDOT Bureau of Highway Maintenance \$162,086.75 over the 5 year lease term.

A request for bids was released on April 9, 2018 on the Department of Administrative Services bid website. The invitation for bid indicated that at the time of advertisement, the Department anticipated obtaining fifty seven (57) loader backhoes for use in Highway Maintenance Districts throughout the state and final quantities may be higher or lower. Bids were due by 10:00 AM on Wednesday, May 9, 2018. Four vendors submitted bid documents by the deadline and three provided bid pricing. One vendor submitted a bid document indicating "No Bid." Based on bid results and evaluation of existing contract rental agreement rates, the Department decided to lease 66 loader backhoes. The monthly lease agreement amount of \$86,219.10 includes 66 backhoes fully equipped with all attachments to be distributed at various NHDOT Bureau of Highway Maintenance Patrol Shed locations. The leasing agreement includes a routine maintenance agreement in which the vendor performs on-site regular upkeep for all leased backhoes. This lease is considered reasonable based on bids received and previous charges paid for similar rentals. Should funding not be available in future budgets, the lease agreement will be renegotiated or terminated as necessary. The Department believes it to be in the best interest of the State of New Hampshire to accept this lease agreement to accomplish the needed work.

This vendor lease agreement with amendments has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. As part of the vendor lease agreement, NHDOT will provide insurance for the lease vehicles. A formal quote for insurance was obtained from the state fleet insurance carrier through NH Department of Administrative Services Risk Management Unit. The cost of liability and physical damage insurance per unit is \$322.98 per year with a total insurance cost of \$106,582.50 over the term of the lease agreement. Certificates of Insurance will be provided following Governor and Executive Council approval when we are then able to actually bind insurance coverage.

Copies of the fully executed lease agreement and amendment are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Executive Council approval will be on file at the Department of Transportation.

The Department of Transportation respectfully requests Governor and Executive Council approval of this contract.

Sincerely,

A handwritten signature in cursive script, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

Attachments

NH State Treasury Agency Lease Questionnaire

CHAPTER 6 STATE TREASURER AND STATE ACCOUNTS

State Leases

6:35 State Leases. – The 10-year limitation does not apply to leases for state facility energy cost reduction projects pursuant to RSA 21-I:19-a through RSA 21-I:19-e, which shall be subject to the term limitation applicable to energy performance contracts, as defined therein. The treasurer may establish financing criteria to be met by any state agency or department before entering into leases for equipment. *In no instance shall the term of such lease exceed 10 years. For purposes of this section "leases" shall include lease-purchase, sale and lease back, installment sale, or other similar agreements entered into by various agencies or departments to acquire such equipment from time to time for the agencies or departments; provided that funding for such equipment leases was specifically approved by the legislature in a budget. Payment obligations under any lease entered into under this section shall be subject to annual appropriation and shall not be treated as debt obligations of the state.* Nothing in this chapter shall prohibit the treasurer from entering into financing agreements or executing any related documents, including any document creating or confirming any security interest retained by the seller or lessor of the equipment. *(emphasis added)*

Please review RSA 6:35 to familiarize yourself with the statutory requirements for State of New Hampshire lease transactions. In order to provide a brief overview of the asset and financing arrangement, please submit responses for the following items:

1. Has funding for the lease payments under consideration been specifically approved by the state legislature? Please provide a copy of the relevant excerpt from the biennial operating budget containing the line item for the appropriate accounting unit.
Yes, budget note from HB517. Refer to 32 for Departments overall authority to lease as established in HB517. The lease payments will be paid from a combination of NHDOT org codes including 2928, and 3007 depending on specific utilization. All lease payments will be paid from Class 22. The org code appropriations are summarized in attachment 2.
2. Has the financing schedule been submitted to the State Treasurer for analysis and approval? If so, confirm rate found to be reasonable and that there are sufficient appropriations available to cover the lease payments. If not, what is the time frame for submission?
Bill Dwyer has calculated an IRR to the financing entity of -6.47 which reflects very favorable financing terms to the State. The IRR analysis is attached. Bill Dwyer may be contacted at 603-271-2624 or at bdwyer@treasury.state.nh.gov.
3. Have both the Department of Administrative Services (DAS) and the Attorney General's office (AGO) been notified so that they can conduct their reviews of the lease documentation? If so, please provide the contact information for those conducting the review at DAS and AGO. If not, what is the time frame for submission?
Allison Greenstein of the Office of the Attorney General has reviewed and approved the lease documents. Allison Greenstein can be reached at 603-271-1236 or Allison.greenstein@doj.nh.gov. We have worked with Jason Dexter of Department of Administrative Services Risk Management pertaining to insurance requirements. Jason Dexter can be reached at 603-271-3130 or Jason.dexter@das.nh.gov. Joseph Bouchard of the Department of Administrative Services has reviewed the lease program. Joseph Bouchard can be reached at 603-271-3204 or joseph.bouchard@das.nh.gov.

If an Escrow Agreement is involved, will it require a State bank account? Who will be the signatory(ies)? Please provide a brief summary of how the account will operate. Has Governor & Council approval to open the State bank account been obtained? (attach appropriate documentation for the escrow agreement, if needed)
No escrow agreement is involved. Funding will be from multiple NHDOT org codes including 2928 and 3007. Lease payments will be from class 22 in each of the org codes depending on equipment utilization. A summary of the org code appropriations is presented in attachment 2.

4. Does the lease agreement require filing of an IRS form 8038-G or 8038-GC? If so, has the Department provided to the State Treasury all information necessary to complete the required IRS forms, particularly the lease financing contract? Please note that the State Treasury will work with bond counsel to ensure filing of required IRS forms and will provide a copy of the completed and filed form to the Department.
No IRS form is required.

Submitted by: David Rodrigue Position Title/Agency: NHDOT Director of Operations

Phone/Email: DRodrigue@dot.state.nh.us

Date: 10/16/18

Reviewed/Approved: 
State Treasury

Date: 10-22-18

220	0015	9605	2928	WINTER MAINTENANCE	017	FT EMPLOYEES SPECIAL PAYMEN	544,320.00
221	0015	9605	2928	WINTER MAINTENANCE	018	OVERTIME	3,891,556.00
222	0015	9605	2928	WINTER MAINTENANCE	019	HOLIDAY PAY	33,109.00
223	0015	9605	2928	WINTER MAINTENANCE	020	CURRENT EXPENSES	8,814,000.00
224	0015	9605	2928	WINTER MAINTENANCE	022	RENTS-LEASES OTHER THAN STA	7,237,367.00
225	0015	9605	2928	WINTER MAINTENANCE	023	HEAT ELECTRICITY WATER	867,060.00
226	0015	9605	2928	WINTER MAINTENANCE	024	MAINT OTHER THAN BUILD-GRN	2,926.00
227	0015	9605	2928	WINTER MAINTENANCE	030	EQUIPMENT NEW REPLACEMENT	256,400.00
228	0015	9605	2928	WINTER MAINTENANCE	037	TECHNOLOGY-HARDWARE	50,000.00
229	0015	9605	2928	WINTER MAINTENANCE	039	TELECOMMUNICATIONS	117,119.00
230	0015	9605	2928	WINTER MAINTENANCE	047	OWN FORCES MAINT BUILD-GRN	10,000.00
231	0015	9605	2928	WINTER MAINTENANCE	048	CONTRACTUAL MAINT BUILD-GRN	21,000.00
232	0015	9605	2928	WINTER MAINTENANCE	050	PERSONAL SERVICE TEMP APPOI	180,000.00
233	0015	9605	2928	WINTER MAINTENANCE	060	BENEFITS	923,478.00
234	0015	9605	2928	WINTER MAINTENANCE	070	IN STATE TRAVEL REIMBURSEME	140,291.00
235	0015	9605	2928	WINTER MAINTENANCE	103	CONTRACTS FOR OP SERVICES	56,111.00
236	0015	9605	2928	WINTER MAINTENANCE			0.00
237			2928 Total				23,144,737.00

265	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	004	INTRA AGENCY TRANSFERS	0.00
266	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	007	AGENCY INCOME	0.00
267	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	010	PERSONAL SERVICES PERM CLAS	28,861,704.00
268	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	018	OVERTIME	681,820.00
269	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	019	HOLIDAY PAY	9,247.00
270	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	020	CURRENT EXPENSES	3,926,078.00
271	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	022	RENTS-LEASES OTHER THAN STA	3,554,137.00
272	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	023	HEAT ELECTRICITY WATER	856,128.00
273	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	024	MAINT OTHER THAN BUILD-GRN	184,785.00
274	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	030	EQUIPMENT NEW REPLACEMENT	370,800.00
275	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	037	TECHNOLOGY-HARDWARE	10,404.00
276	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	038	TECHNOLOGY-SOFTWARE	1,000.00
277	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	039	TELECOMMUNICATIONS	103,669.00
278	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	046	CONSULTANTS	100,000.00
279	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	047	OWN FORCES MAINT BUILD-GRN	150,000.00
280	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	048	CONTRACTUAL MAINT BUILD-GRN	152,240.00
281	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	050	PERSONAL SERVICE TEMP APPOI	111,824.00
282	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	057	BOOKS PERIODICALS SUBSCRIPT	569.00
283	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	060	BENEFITS	20,548,194.00
284	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	066	EMPLOYEE TRAINING	25,000.00
285	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	070	IN STATE TRAVEL REIMBURSEME	160,000.00
286	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	080	OUT OF STATE TRAVEL REIMB	10,000.00
287	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	103	CONTRACTS FOR OP SERVICES	92,794.00
288	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	400	CONSTRUCTION REPAIR MATERIA	1,316.00
289	0015	9605	3007	HIGHWAY MAINTENANCE BUREAU	406	ENVIRONMENT EXPENSE	100,000.00
290			3007 Total				60,011,709.00

674	0015	9630	3039	BETTERMENT	000	FEDERAL FUNDS	0.00
675	0015	9630	3039	BETTERMENT	009	AGENCY INCOME	0.00
676	0015	9630	3039	BETTERMENT	018	OVERTIME	150,000.00
677	0015	9630	3039	BETTERMENT	020	CURRENT EXPENSES	3,000,000.00
678	0015	9630	3039	BETTERMENT	022	RENTS-LEASES OTHER THAN STA	1,500,000.00
679	0015	9630	3039	BETTERMENT	023	HEAT ELECTRICITY WATER	2,000.00
680	0015	9630	3039	BETTERMENT	024	MAINT OTHER THAN BUILD-GRN	50,000.00
681	0015	9630	3039	BETTERMENT	033	LAND ACQUISITION AND EASEME	50,000.00
682	0015	9630	3039	BETTERMENT	039	TELECOMMUNICATIONS	1,000.00
683	0015	9630	3039	BETTERMENT	046	CONSULTANTS	500,000.00
684	0015	9630	3039	BETTERMENT	048	CONTRACTUAL MAINT BUILD-GRN	50,000.00
685	0015	9630	3039	BETTERMENT	050	PERSONAL SERVICE TEMP APPOI	100,000.00
686	0015	9630	3039	BETTERMENT	060	BENEFITS	41,912.00
687	0015	9630	3039	BETTERMENT	070	IN STATE TRAVEL REIMBURSEME	100,000.00
688	0015	9630	3039	BETTERMENT	400	CONSTRUCTION REPAIR MATERIA	16,132,730.00
689			3039 Total				21,677,642.00

		Cash Flows	IRR to Lender
15 delivered	3/15/19	\$1,719,435	-6.47%
	4/15/19	(19,595)	
27 delivered	5/15/19	3,075,388	
24 delivered	6/15/19	2,696,229	
	7/15/19	(86,219)	
	8/15/19	(86,219)	
	9/15/19	(86,219)	
	10/15/19	(86,219)	
	11/15/19	(86,219)	
	12/15/19	(86,219)	
	1/15/20	(86,219)	
	2/15/20	(86,219)	
	3/15/20	(86,219)	
	4/15/20	(86,219)	
	5/15/20	(86,219)	
	6/15/20	(86,219)	
	7/15/20	(86,219)	
	8/15/20	(86,219)	
	9/15/20	(86,219)	
	10/15/20	(86,219)	
	11/15/20	(86,219)	
	12/15/20	(86,219)	
	1/15/21	(86,219)	
	2/15/21	(86,219)	
	3/15/21	(86,219)	
	4/15/21	(86,219)	
	5/15/21	(86,219)	
	6/15/21	(86,219)	
	7/15/21	(86,219)	
	8/15/21	(86,219)	
	9/15/21	(86,219)	
	10/15/21	(86,219)	
	11/15/21	(86,219)	
	12/15/21	(86,219)	
	1/15/22	(86,219)	
	2/15/22	(86,219)	
	3/15/22	(86,219)	
	4/15/22	(86,219)	
	5/15/22	(86,219)	
	6/15/22	(86,219)	
	7/15/22	(86,219)	
	8/15/22	(86,219)	
	9/15/22	(86,219)	
	10/15/22	(86,219)	
	11/15/22	(86,219)	
	12/15/22	(86,219)	
	1/15/23	(86,219)	
	2/15/23	(86,219)	
	3/15/23	(86,219)	
	4/15/23	(86,219)	
	5/15/23	(86,219)	
	6/15/23	(86,219)	
	7/15/23	(86,219)	
	8/15/23	(86,219)	
	9/15/23	(86,219)	
	10/15/23	(86,219)	
	11/15/23	(86,219)	
	12/15/23	(86,219)	
	1/15/24	(86,219)	
	2/15/24	(86,219)	
	3/15/24	(314,293)	
	4/15/24	(66,624)	
	5/15/24	(477,156)	
	6/15/24	(396,270)	

Note: vendor reports that equipment has 5-year depreciable life; this analysis assumes a 15% residual market value for the equipment when it is returned to the vendor at lease expiration; lender earns 0% IRR at 36% assumed residual value.

Backloader sale price \$101,366
Assumed residual value 15%

QL201 Date 10/17/18
Time 02:59

Statement of Appropriations by Office

Fiscal Year 2019

Periods From 1 to 4
Period Beg 07/01/18 End 10/31/18

Company 0015 Highway Fund
Agency 096 TRANSPORTATION DEPT
Organization 2928 WINTER MAINTENANCE
BUR/DIV 9605 OPS DIVISION HIGHWAY
Sub-Org 001 WINTER MAINTENANCE
Acct Unit 29280000

Class	Appropriation	Est Revenue	Expenditures	Revenue	Encumbrances	Transfers	Lapsed	Bal Fwd	Available	Rate
000	FEDERAL FUNDS	0.00	0.00	930.22-	0.00	0.00	0.00	0.00	930.22-	0.00
009	AGENCY INCOME	0.00	0.00	1,441,329.39-	0.00	0.00	0.00	0.00	1,441,329.39-	0.00
017	FT EMPLOYEES SPECIAL PAYMEN	544,320.00	0.00	0.00	0.00	0.00	0.00	0.00	544,320.00	0.00
018	OVERTIME	3,891,556.00	19,967.94-	0.00	0.00	0.00	0.00	0.00	3,871,588.06	0.00
019	HOLIDAY PAY	33,109.00	0.00	0.00	0.00	0.00	0.00	0.00	33,109.00	0.00
020	CURRENT EXPENSES	8,814,000.00	2,750,462.29-	0.00	1,401,104.55-	0.00	0.00	697,845.96	5,360,279.12	.43
022	RENTS-LEASES OTHER THAN STA	7,237,367.00	19,861.99-	0.00	271,417.50-	0.00	0.00	0.00	6,946,087.51	.04
023	HEAT ELECTRICITY WATER	867,060.00	3,227.74-	0.00	0.00	0.00	0.00	0.00	863,832.26	0.00
024	MAINT OTHER THAN BUILD-GRN	2,926.00	4,008.17-	0.00	36,390.32-	16,000.00	0.00	21,875.41	403.92	.99
030	EQUIPMENT NEW REPLACEMENT	256,400.00	22,538.54-	0.00	193,559.80-	0.00	0.00	197,960.80	238,262.46	.47
037	TECHNOLOGY-HARDWARE	50,000.00	3,140.00-	0.00	5,441.30-	16,000.00-	0.00	8,581.30	34,000.00	.20
039	TELECOMMUNICATIONS	117,119.00	179.25-	0.00	0.00	0.00	0.00	0.00	116,939.75	0.00
047	OWN FORCES MAINT BUILD-GRN	10,000.00	259.99-	0.00	0.00	0.00	0.00	2,230.19	11,970.20	.02
048	CONTRACTUAL MAINT BUILD-GRN	21,000.00	3,165.78-	0.00	0.00	0.00	0.00	1,336.39	19,170.61	.14
050	PERSONAL SERVICE TEMP APPOI	180,000.00	8,139.43-	0.00	0.00	0.00	0.00	0.00	171,860.57	.04
060	BENEFITS	923,478.00	12,441.32-	0.00	0.00	0.00	0.00	0.00	911,036.68	.01

QL201 Date 10/17/18
Time 02:59

Statement of Appropriations by Office

Fiscal Year 2019

Periods From 1 to 4 Page 32
Period Beg 07/01/18 End 10/31/18

Company 0015 Highway Fund
Agency 096 TRANSPORTATION DEPT
Organization 2928 WINTER MAINTENANCE
BUR/DIV 9605 OPS DIVISION HIGHWAY
Sub-Org 001 WINTER MAINTENANCE
Acc Unit 29280000

Class	Appropriation	Est Revenue	Expenditures	Revenue	Encumbrances	Transfers	Lapsed	Bal Fwd	Available	Rate
070 IN STATE TRAVEL REIMBURSEME	140,291.00	0.00	5,949.31-	0.00	0.00	0.00	0.00	0.00	134,341.69	.04
103 CONTRACTS FOR OP SERVICES	56,111.00	0.00	268.30-	0.00	0.00	0.00	0.00	0.00	55,842.70	0.00
Sub-Org	23,144,737.00	0.00	2,853,610.05-	1,442,259.61-	1,907,913.47-	0.00	0.00	929,831.05	17,870,784.92	
Organization	23,144,737.00	0.00	2,853,610.05-	1,442,259.61-	1,907,913.47-	0.00	0.00	929,831.05	17,870,784.92	

QL201 Date 10/17/18
Time 02:59

Statement of Appropriations by Office

Fiscal Year 2019

Periods From 1 to 4
Period Beg 07/01/18 End 10/31/18

Company 0015 Highway Fund
Agency 094 TRANSPORTATION DEPT
Organization 3007 HIGHWAY MAINTENANCE BUREAU
BUR/DIV 9605 OPS DIVISION HIGHWAY
Sub-Org 001 HIGHWAY MAINTENANCE BUREAU
Acc Unit 30070000

Class	Appropriation	Est Revenue	Expenditures	Revenue	Encumbrances	Transfers	Lapsed	Bal Fwd	Available	Rate
004	INTRA AGENCY TRANSFERS 0.00	28,716.00-	0.00	0.00	0.00	0.00	0.00	0.00	28,716.00-	0.00
907	AGENCY INCOME 0.00	0.00	0.00	5,920.90	0.00	0.00	0.00	0.00	5,920.90	0.00
909	AGENCY INCOME 0.00	0.00	0.00	1,605.00	0.00	0.00	0.00	0.00	1,605.00	0.00
010	PERSONAL SERVICES FERM CLAS 28,861,704.00	0.00	7,914,776.90-	0.00	0.00	0.00	0.00	0.00	20,946,927.10	.27
018	OVERTIME 681,220.00	0.00	293,459.77-	0.00	0.00	0.00	0.00	0.00	388,360.23	.43
019	HOLIDAY PAY 9,247.00	0.00	1,341.42-	0.00	0.00	0.00	0.00	0.00	7,905.58	.14
020	CURRENT EXPENSES 3,926,078.00	0.00	1,201,064.32-	0.00	529,050.22-	0.00	0.00	109,017.80	2,304,981.26	.42
022	RENTE-LEASES OTHER THAN STA 3,554,137.00	0.00	1,622,334.07-	0.00	322,391.22-	0.00	0.00	1,797.56	1,611,209.27	.54
023	HEAT ELECTRICITY WATER 856,128.00	0.00	218,098.77-	0.00	235,325.89-	0.00	0.00	216,941.84	619,047.18	.42
024	MAINT OTHER TEAN BUILD-GRN 184,785.00	0.00	54,260.21-	0.00	73,386.01-	0.00	0.00	6,671.75	63,810.53	.66
030	EQUIPMENT NEW REPLACEMENT 370,000.00	0.00	70,158.04-	0.00	147,393.58-	0.00	0.00	127,934.45	280,582.83	.43
037	TECHNOLOGY-HARDWARE 10,404.00	0.00	9,695.86-	0.00	0.00	0.00	0.00	9,420.00	10,128.12	.48
038	TECHNOLOGY-SOFTWARE 1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00
039	TELECOMMUNICATIONS 101,669.00	0.00	59,615.43-	0.00	0.00	0.00	0.00	0.00	44,053.55	.57
046	CONSULTANTS 100,000.00	0.00	16,376.80-	0.00	42,431.12-	0.00	0.00	52,610.52	93,802.60	.38
047	OWN FORCES MAINT BUILD-GRN 150,000.00	0.00	37,243.63-	0.00	0.00	0.00	0.00	60,377.76	173,134.13	.17

QL201 Date 10/17/18
Time 02:59

Statement of Appropriations by Office

Fiscal Year 2019

Periods From 1 to 4 Page 36
Period Beg 07/01/18 End 10/31/18

Company 0015 Highway Fund
Agency 096 TRANSPORTATION DEPT
Organization 3007 HIGHWAY MAINTENANCE BUREAU
BUR/DIV 9605 OPS DIVISION HIGHWAY
Sub-Org 001 HIGHWAY MAINTENANCE BUREAU
Acct Unit 30070000

Class	Appropriation	Est Revenue	Expenditures	Revenue	Encumbrances	Transfers	Lapsed	Bal Fwd	Available	Rate
048	CONTRACTUAL MAINT BUILD-GRN 152,240.00	0.00	35,157.27-	0.00	17,438.00-	0.00	0.00	54,278.45	153,926.18	.25
050	PERSONAL SERVICE TEMP APPOI 111,524.00	0.00	35,009.55-	0.00	0.00	0.00	0.00	0.00	76,514.45	.31
057	BOOKS PERIODICALS SUBSCRIP 569.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	569.00	0.00
060	BENEFITS 20,548,194.00	0.00	5,360,266.34-	0.00	0.00	0.00	0.00	0.00	15,187,927.66	.26
066	EMPLOYEE TRAINING 25,000.00	0.00	4,413.96-	0.00	0.00	0.00	0.00	0.00	20,586.04	.17
070	IN STATE TRAVEL REIMBURSEME 160,000.00	0.00	52,824.16-	0.00	0.00	0.00	0.00	0.00	107,175.84	.33
080	OUT OF STATE TRAVEL REIMB 10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
103	CONTRACTS FOR OS SERVICES 92,794.00	0.00	41,357.84-	0.00	0.00	0.00	0.00	500.00	51,936.16	.44
400	CONSTRUCTION REPAIR MATERIA 1,316.00	0.00	0.00	0.00	378,468.60-	350,000.00	0.00	0.00	2,447.40	.99
406	ENVIRONMENT EXPENSE 100,000.00	0.00	11,102.51-	0.00	48,455.72-	0.00	0.00	35,514.63	78,955.40	.41
Sub-Org	60,011,709.00	28,716.00-	17,038,557.69-	7,525.90	1,792,737.36-	350,000.00	0.00	675,066.76	42,214,290.41	
Organization	60,011,709.00	28,716.00-	17,038,557.69-	7,525.90	1,792,737.36-	350,000.00	0.00	675,066.76	42,214,290.41	

EXHIBIT A
PROPOSAL/SCOPE OF SERVICES

**The State of New Hampshire
Department of Transportation**

**Request for Bid
RFB 2018-209
New 4WD 96-HP Backhoe Loaders**

This is a request for bids (RFB) for the lease of new, current year production, 4WD 96-HP Backhoe Loaders to The State of New Hampshire, Department of Transportation (the Department Bureau of Highway Maintenance. Included in this RFB are the equipment specifications, and the Request for Quotation forms.

The specifications include information regarding options and features, including warranties, extended service plans, and maintenance obligations. Separate quote forms are provided for each type of equipment specified. The specifications are preferred, however should something not meet the preferred standards please outline the additional cost to that machine, to provide the specific preferred options.

At the time of advertisement, the Department anticipates obtaining fifty seven (57) Backhoe Loaders for use in various Highway Maintenance Districts throughout the state. A summary of proposed locations is attached. Final quantities may be higher or lower and assigned locations may differ.

If third party financing is proposed by the bidder, a sample contract and all relevant contact information for the financier shall be submitted with the quote. Finance company or bidder must be able to accept electronic payments from lessor (State of NH ACH credits).

The Department cannot process monthly invoices for payment in advance of the end of the billing period. Invoice periods shall be from the 1st on the month through the end of the month. The invoice cannot be dated earlier than the end of the billing period. The monthly invoice shall be mailed to the Bureau of Highway Maintenance at: highwaymaintenance@dot.nh.gov. Payment should be received within 30 days from receipt of invoice.

The vendor shall deliver each loader backhoe to the NHDOT Bureau of Mechanical Services (BMS) on Smokey Boulevard in Concord, New Hampshire. BMS will inspect the equipment for conformance with the specifications. After completion of this work, the vendor shall pick-up the loader backhoes and deliver them to the appropriate locations.

Vendor shall deliver the loader backhoes to the patrol shed locations in accordance with the following delivery schedule:

<u>District No.</u>	<u>Number of Loader Backhoes</u>	<u>Delivery Date</u>
1	15	May 2019
2	15	March 2019
3	13	June 2019
4	3	May 2019
5	5	June 2019
6	6	May 2019

Final quantities may be higher or lower and assigned locations may differ.

Any questions must be submitted by and individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid number 2018 – 209, the Vendor’s name and address and the name of the person submitting the question. Any requested changes to this bid invitation by the Vendor must be received in writing at the Bureau of Highway Maintenance no later than 3:00 PM on the fifth (1/5) business day prior to the date of the due date. Questions must be submitted by E-mail to Mark Kirouac at the following E-mail address: mark.kirouac@dot.nh.gov.

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, The Bureau of Highway Maintenance will post on the states web site any Addenda. Before your submission, always check the site for any Addenda or other materials that may have been issued affecting the bid. The web site address is: <http://das/nh.gov/purchasing>.

The Department reserves the right to waive minor deficiencies in any quote received. The Department reserves the right to not award any contract.

On Site Scheduled Maintenance Plan Option

- Vendor will perform all scheduled maintenance as outlined by the manufacturers scheduled maintenance program located in the operation or owner’s manual for the entire lease term.
- Service shall be performed at the patrol shed location of the equipment as determined by the department.
- Items covered shall be all fluid and filter changes, including fuel filters, engine oil and filters, hydraulic oil and filters, air filters, air conditioning filters and coolant filters.
- Department shall be responsible for daily lubrication of grease fittings.
- An outline shall be provided by the Vendor with their scheduled maintenance guideline with their quote.

Request for Bid
New 4WD 97-HP Backhoe Loaders

Quote:

Equipment, as specified, with all attachments included in the specifications and meeting all conditions listed therein.

Make and model offered: _____

Delivery of equipment specified within _____ days from date of fully-executed *Contract Lease Agreement*.

48 Months		
Number Of Units	Monthly Lease Payment	With On Site Scheduled Service Plan
20-30		
31-40		
41-50		
51 +		

60 Months		
Number Of Units	Monthly Lease Payment	With On Site Scheduled Service Plan
20-30		
31-40		
41-50		
51 +		

Warranty work will be performed based on the following cost basis, if any:

Deductible Amount per Occurrence: _____

Travel time to unit location: Hourly Rate: _____ Mileage Rate: _____

April 9, 2018

Request for Bid

New 4WD 97-HP Backhoe Loaders

Quote Submitted By:

Authorized Signature: _____ Date: _____

Name (print): _____ Title: _____

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip+4: _____

Phone: _____ Fax: _____

Email: _____

Quote must be received by mail or in person no later than 10:00 AM, prevailing time, on Wednesday, May 9, 2018 at the address below:

The State of New Hampshire
Department of Transportation
Bureau of Highway Maintenance
7 Hazen Drive
Concord, New Hampshire

Attention: Caleb Dobbins, P.E.
State Maintenance Engineer
(603) 271-2693

Request For Bid
RFB 2018-209
Backhoe Specifications

Engine

- Four cylinder, turbocharged, isolation mounted diesel engine
- Engine shall be certified to EPA Final Tier 4/EU Stage IV
- Engine displacement shall be no less than 4.0L
- Engine net peak power (ISO9249) shall be no less than 95hp
- Daily check points shall be accessible from the same side of the engine and shall be done from ground level or electronically from cab
- Engine shall have a serpentine belt with automatic belt tensioner reducing required maintenance
- Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light
- The backhoe shall have a tilt hood for easy engine access
- The backhoe shall have a curved-end exhaust stack
- Engine shall have no more than 30micron rated primary fuel filter with water separator
- Engine Block Heater

Cooling

- Engine coolant shall be rated to -40°F (-40°C)
- The backhoe shall be equipped with an oil-to-water engine oil cooler
- Unit shall have a coolant recovery tank provided
- Unit shall have a variable rate suction-type fan with fan-guard
- The AC condenser will be swing-out for fast radiator clean-out. Remote mounted transmission and hydraulic coolers will offer better air exchange and fewer stacked cores
- The hydraulic and transmission circuits will be water cooled for fast winter warm-up for increased productivity

Power Train

- The transmission shall be power shift with torque converter with minimum transport speed of 24mph; clutch-free; fully synchronized minimum five forward, and three reverse speeds
- Machine shall have auto-shift software installed for increased over road efficiency
- The sealed axle, with no breather, will be mechanical front-wheel-drive with traction control, limited-slip differential with electric on/off control
- Drive train will engage MFWD when brakes are applied for four wheel braking
- The axle will be sealed to protect against contamination
- The driveshaft will be painted for protection, and will have an optional, factory installed, full guard
- The clutch engaged MFWD can be engaged on the fly during operation

- The transmission shall be isolation mounted to the mainframe to minimize shock load stress
- The rear axle shall be 100% hydraulically locking
- The single electric FNR level will have gear selection fully integrated in the lever
- Transmission oil cooler shall be provided as standard equipment
- The backhoe shall have hydrostatic power steering with emergency manual mode
- The machine will have a dial throttle that will allow the operator to road the machine on cruise control. Upon engagement of the brake pedal, the engine rpm's return to idle
- The final drives shall be heavy-duty outboard planetary gears sealed in cooling oil bath for long-life and trouble free service
- The front axle shall have remote grease bank for front axle for easy access
- The rear axle bearings shall be self-lubricating and shall not need to be greased
- The service brakes shall be inboard, wet-multiple disk, self-adjusting and self-equalizing and hydraulically actuated for a long and trouble-free life, sealed from water, mud and dust contamination
- The parking brake shall be independent of service brakes, spring applied, hydraulically released, wet multi-disk, and sealed from water, mud and dust contamination

Hydraulic System

- Hydraulic cooler will have an independent reservoir for continuous running of attachments at high ambient outside air temperatures
- The hydraulic fittings shall have "O" Ring face seal connectors to secure a tight, leak-free seal
- Machine shall be equipped with Auto-Idle to lower rpm when hydraulics are not active to conserve a fuel and reduce noise levels
- Machine shall be equipped with Economy Mod that can be activated in the monitor, to provide the maximum productivity at the maximum fuel efficiency in 1st & 2nd gears
- The hydraulic filter shall be no more than 6 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement
- An automatic bucket return-to-dig control will be standard
- Hydraulic pump shall be 36gpm minimum

Electrical

- The backhoe shall have a 12 volt system with 150 amp alternator
- Single battery shall be included, 12 volt, 880 minimum cold cranking amps
- The machine shall have blade type, multi-fused circuits
- Cab will be pre-wired for LED beacon and radio-ready
- Unit shall be equipped with 10 LED driving/working lights, (4 front driving/working; 4 rear; 2 side docking lights) the front lights shall be adjustable and the bulbs shall be no less than 32,500 candlepower each
- Unit shall be equipped with two front and two rear turn signal/flashing and two rear stop and tail lights and two rear reflectors
- Unit shall be equipped with a Telematics system that can provide fleet management, logistics and remote diagnostics capabilities, at no cost for the entire term of the lease.

- Two (2) - 360° view LED strobe lights w/ interior switch

Operator Station

- Unit shall be equipped with isolation mounted modular design ROPS/FOPS canopy and molded roof
- Access to the cab shall be from the right and left side with protected, wide, rigid, slip-resistant steps and ergonomically located hand-holds
- 3in retractable seat belt shall be provided
- Coat hook, built in beverage holder, operator manual storage compartment, interior rearview mirror and two 12 volt outlets shall be provided
- Unit shall be equipped with illuminated electronic gauges with audible warning for: engine coolant temperature, oil temperature and fuel level
- The monitor system shall have audible and visual warning: engine air restriction, low alternator voltage, engine oil pressure and temperature, hydraulic filter restriction, parking brake on/off, and low brake pressure. The seat belt will have a digital warning
- The keyless or key operated start will have an electric fuel shut-off and ability to have auto-shutdown setup in monitor
- The monitor will have a multi-language (including English) digital monitor for diagnostics (including diagnostic messages and fault code readings), calibrations and machine information
- Unit will have a machine security electronic protection system provided through the monitor or sealed switch module
- Unit will have a sealed switch module for easy location of controls on the right hand console and increased durability
- Unit shall have a digital display for: engine rpm, engine hours, system voltage, and hydraulic oil temperature
- Machine shall have factory installed cab with factory installed air conditioning, heat and defroster, safety glass.
- Machine shall have an AM/FM radio
- Machine shall have an air ride fully adjustable air ride seat factory installed. 180° rotation for both forward and rear operation, with cloth covering.
- A 5 lb fire extinguisher mounted in the cab area.

General Specifications

- Vandal protection for engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable
- The tilt hood shall have two service positions for easy operation
- An easy to read periodic maintenance and grease chart shall be posted at eye level prominently displayed on the frame
- Fuel tank capacity shall be no less than 35 gallons and shall be accessible from the ground
- Operating weight with typical equipment (1.25yd³ loader bucket and 24in x 7.1ft³ backhoe bucket) shall be approximately 17,100lbs , not to exceed 24,500lbs.

Excessive weight causes undue wear on transport and towing vehicles and can cause problems in soft ground environments

- Tires shall be XMCL Radials, minimum 18" rim size on front, 24" on rear.

Frames and Structures

- The mainframe shall be a one-piece unitized construction for maximum strength
- Unit shall have four built-in vehicle tie-downs, two in front and two in rear for safe transport between jobs
- The side plate thickness on the loader boom, backhoe boom and mainframe shall be 4.5mm or greater
- Machine shall be equipped with an exterior mounted, ground level accessed and lockable storage compartment
- Machine shall have minimum 1,000 lbs front counterweight for stable operation of rear attachments including thumb and/or tilting grade bucket
- Optional, replaceable, bolt-on rubber bumpers will be available to protect the grille frame for severe loading applications

Backhoe

- The backhoe with extendible dipper stick digging depth shall be at least 17ft 6in
- The lift capacity at 12 feet with extendible dipper stick retracted shall be no less than 2,500 lbs.
- The lift capacity at 12 feet with extendible dipper stick extended shall be no less than 1,950 lbs.
- The swing lock pin shall be stored in the operator's station if equipped
- The stabilizer valve will be two directional, anti-drift
- The stabilizer shall have reversible pads, one side rubber pads, the other steel
- Extendible dipper stick shall extend no less than 3ft 6in
- The backhoe boom design shall be a power curve for loading into the center of the truck bed
- The backhoe boom shall be an hourglass shape to ensure maximum strength and optimized visibility to the work tool
- Digging force with extendible backhoe, bucket cylinder shall be at least 14,000lbs (Heavy Duty Cylinder)
- The backhoe shall be equipped with a rubber bumper/linkage style boom locks to keep the backhoe from vibrating on the swing frame
- Unit shall be equipped with Pilot Operated backhoe controls with electronic switch in cab to switch between SAE and ISO backhoe patterns
- The swing casting shall have dual yokes: on top and on the bottom
- Manufacturer installed 6 minimum function backhoe valve w/ flow adjustable single function hydraulics for hammer or compactor operation, adjustable, and two function hydraulic line for operation of thumb or tilting grade bucket
- Machine to have electronic diverter valve (cab switch operated) to switch between thumb operation and tilting grade bucket operation
- Manufacturer built and factory installed manual multi-brand "pin grabber" style coupler compatible with CAT D and E, case K-L-M, and DEER SE, SG, SJ and SK series backhoe bucket

- JRB or Equivalent 42in hydraulic tilting grade bucket
- Manufacturer built and factory installed 24in x 7.1ft³ min. severe digging bucket with a place to install a clevis for a lifting point
- Manufacturer built and factory installed tined hydraulic thumb matched to 24in digging bucket and pin grabber style coupler with fittings located away from work area.

Loader

- Lift capacity with a 1.25 cubic yard minimum, bucket at full height shall be at least 7,200lbs
- Dump clearance @43- 45° shall be no less than 8ft 6in
- Digging depth below ground, bucket level shall be no less than 3in
- Bucket breakout force shall be no less than 10,300lbs
- Single bucket tilt cylinder and bucket level indicator
- The loader shall have hydraulic self-leveling and bucket-level indicator
- The loader shall have divergent loader arms for excellent visibility to the bucket
- For truck loading, the loader arms will have a curved-knee design for loading into the center of the truck bed
- The loader control will be single-level with electric clutch disconnect
- Manufacturer built and factory installed hydraulic quick coupler capable of picking up standard JRB style attachments as well as CAT IT attachments (cab switch operated)
- Factory installed third function auxiliary hydraulics with quick couplers for operation of a multi-purpose bucket, broom or other front hydraulically powered attachment
- The loader shall have a non-removable, hinged loader boom service lock

Overall Vehicle Support

- Machine shall have manufacturer supported, factory installed telematics system that provides: machine location, hours/usage, geo-fence capability for notification of movement outside of designated work area, real time/LIVE diagnostic monitoring all of engine, hydraulic and drive train components as well as ability to update engine/drive train software remotely without need of laptop plug in to reduce ownership costs at no cost during entire term of the lease.
- Machine shall be supported by a local manufacturer supported dealership with 24 hour parts and service support located in NH
- Supporting dealership must provide documentation of 100% parts availability within 24 hours of order
- Supporting dealership must provide a loaner machine for any machine down greater than 24 hours
- Machine shall have factory transferable 60 months or 7,000 hours Full Machine Coverage
- Machine pricing shall include all services provided by manufacturer on site during standard and extended factory coverage periods
- Machine will be delivered to NHDOT Mechanical Services for Specification Evaluation

State of New Hampshire
New Hampshire Department of Transportation
New 4 WD 96-HP Backhoe Loaders

RFP 2018-209
ADDENDUM No. 1

Bidders are advised to make the following revisions to the Request For Bids.

1. Replace entire 96 HP Backhoe Lease RFQ document. Document revised to include warranty work cost basis, if any.
2. Replace entire Loader Backhoe Lease Specification document. Document revisions include change to Power Train and Electrical specifications.

State of New Hampshire
New Hampshire Department of Transportation
New 4 WD 96-HP Backhoe Loaders

RFP 2018-209
ADDENDUM No. 2

Bidders are advised to make the following revisions to the Request For Bids.

1. Replace entire Loader Backhoe Lease Specification document. Document revisions include change to horsepower specification.

EXHIBIT B
TERMS AND CONDITIONS



JOHN DEERE FINANCIAL

Master Lease Agreement

Agreement No.	0062831
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Lessee:	NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE, CONCORD, NH 03302-0483
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600
This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.	

TERMS AND CONDITIONS

- Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than \$25.00, we may retain such excess.
- Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.
- Taxes.** Although you may be exempt from the payment of Certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
- Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.
- Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.
Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.
- Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the cost to repair and refurbish the Item so that it is in satisfactory condition in accordance with Section 9; plus (4) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

8. **Early Payoff/Purchase.** In the event you desire to purchase an item of Equipment prior to the Lease Term End Date, are not in default, and you request a payoff amount quote, you agree to pay us the payoff amount. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.
9. **Return of Equipment.** If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.
10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.
11. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned and the Lease is deemed to be a lease and not a secured transaction in our sole discretion, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9 and (4) unamortized amount of our initial direct costs of originating and administering the applicable Schedule (ii) if the Equipment is returned to us and the Lease is deemed to be a secured transaction and not a lease in our sole discretion, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.
12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.
13. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.
14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includable in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.
15. **Governing Law; Jurisdiction; Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.
16. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute

one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

Agreement No. 0062831

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

17. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 17 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORT IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE: NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, 7 HAZEN DRIVE, CONCORD, NH 03302-0483. LESSOR: DEERE CREDIT, INC., 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600. Signatures: DAVID RODRIGUE, DIRECTOR OF OPERATIONS; James B. Hart, Territory Finance Manager. Date: 10/3/18.



FIRST AMENDED AND RESTATED AMENDMENT TO MASTER LEASE AGREEMENT

This First Amended and Restated Amendment to Master Lease Agreement (this "Amendment") amends and supplements that certain Master Lease Agreement No. 0062831 dated as of the 3rd day of October, 2018 (the "Lease") by and between **Deere Credit, Inc.** ("Lessor", "we", "us" or "our") and **New Hampshire Department of Transportation** ("Lessee", "you" or "your").

RECITALS

WHEREAS, Lessee and Lessor desire to amend the terms and conditions of the Lease to further clarify certain provisions set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Lease.
2. This Amendment hereby supersedes any and all prior Amendments, if any, to the Lease.
3. The seventh sentence of Section 1 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"For any payment which is not received within 60 days of its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate."

4. Section 3 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"3. **Taxes**. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you."

5. Section 6 of the Master Agreement is amended by deleting subsection (b) in the first sentence thereof and replacing it with the following:

"(b) self-insure against any personal injury and property damage."

6. Section 13 of the Master Agreement is deleted in its entirety and replaced with the following:

"13. **Claims.** You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to your acts or omissions relating to your use or possession of the Equipment. You will promptly notify us of all Claims made.

7. Section 14 of the Master Agreement is deleted in its entirety and replaced with the following:

"14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns."

8. Section 15 of the Master Agreement is amended by replacing the words "IOWA" and "Des Moines, Iowa" with the words "NEW HAMPSHIRE" and "Concord, New Hampshire" in the first and second sentences thereof.

9. The following new Section 17 is added to the Master Agreement:

"17. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease

Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the nonappropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a nonappropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 17 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.”

10. Except as expressly amended by this Amendment, the terms and conditions of the Lease shall remain in full force and effect. This Amendment constitutes the complete understanding of the parties hereto and supersedes all prior understandings of the parties relating to the matters discussed herein. This Amendment may only be amended or modified by the terms of a written instrument signed by all parties hereto. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this 3rd day of October, 2018.

DEERE CREDIT, INC.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

By: James B. Hart

By: [Signature]

Name: James B. Hart _____

Name: David Rodrigue _____

Title: Territory Finance Manager _____

Title: Director of Operations _____



**JOHN DEERE
FINANCIAL**

SECOND AMENDED AND RESTATED AMENDMENT TO MASTER LEASE AGREEMENT

This Second Amended and Restated Amendment to Master Lease Agreement (this "Amendment") amends and supplements that certain Master Lease Agreement No. 0062831 dated as of the 3rd day of October 2018 (the "Lease") by and between **Deere Credit, Inc.** ("Lessor", "we", "us" or "our") and **New Hampshire Department of Transportation** ("Lessee", "you" or "your").

RECITALS

WHEREAS, Lessee and Lessor desire to amend the terms and conditions of the Lease to further clarify certain provisions set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Lease.
2. This Amendment hereby amends, restates and supersedes any and all prior Amendments, if any, to the Lease including, but not limited to that certain First Amended and Restated Amendment to Master Lease Agreement dated as of October 3, 2018.
3. The seventh sentence of Section 1 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"For any payment which is not received within 60 days of its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate."
4. Section 3 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

"3. **Taxes**. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you."
5. Section 6 of the Master Agreement is amended by deleting subsection (b) in the first sentence thereof and replacing it with the following:

"(b) self-insure against any personal injury and property damage."
6. Section 13 of the Master Agreement is deleted in its entirety and replaced with the following:

**SECOND AMENDED AND RESTATED AMENDMENT TO MASTER LEASE AGREEMENT
New Hampshire Department of Transportation**

"13. **Claims.** You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to your acts or omissions relating to your use or possession of the Equipment. You will promptly notify us of all Claims made.

7. Section 14 of the Master Agreement is deleted in its entirety and replaced with the following:

"14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof;; (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; and (h) all financial information you have provided is true and a reasonable representation of your financial condition."

8. Section 15 of the Master Agreement is amended by replacing the words "IOWA" and Des Moines, Iowa" with the words "NEW HAMPSHIRE" and "Concord, New Hampshire" in the first and second sentences thereof.

9. The following new Section 17 is added to the Master Agreement:

"17. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the nonappropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a nonappropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 17 shall not permit you to terminate the Lease

**SECOND AMENDED AND RESTATED AMENDMENT TO MASTER LEASE AGREEMENT
New Hampshire Department of Transportation**

in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.”

10. Except as expressly amended by this Amendment, the terms and conditions of the Lease shall remain in full force and effect. This Amendment constitutes the complete understanding of the parties hereto and supersedes all prior understandings of the parties relating to the matters discussed herein. This Amendment may only be amended or modified by the terms of a written instrument signed by all parties hereto. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this 16th day of October, 2018.

DEERE CREDIT, INC.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

By: James B. Hart
Name: James B. Hart

By: [Signature]
Name: David Rodrigue

Title: Territory Finance Manager

Title: Director of Operations

NH DOT

District 2 (15 units)
\$1,306.35 per month

per machine for 60 months. Start date

March 31, Due April 30, 2019

District 1, 6, & 4 (27 units)
\$1,306.35 per month per

machine for 60 months. Start date May 31, Due June 30, 2019

District 3 & 5 (24 units)
\$1,306.35 per month per

machine for 60 months. Start date June 30, Due July 31, 2019

of Payments

	31-Mar	2019		31-May	30-Jun	Monthly Cash Outlay	FY Cash Outlay
1	April	2019	\$19,595.25			\$19,595.25	
2	May	2019	\$19,595.25			\$19,595.25	
3	June	2019	\$19,595.25	\$35,271.45		\$54,866.70	
Cash Outlay Fiscal Year Ending June 2019							\$94,057.20
4	July	2019	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
5	August	2019	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
6	September	2019	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
7	October	2019	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
8	November	2019	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
9	December	2019	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
10	January	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
11	February	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
12	March	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
13	April	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
14	May	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
15	June	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
Cash Outlay Fiscal Year Ending June 2020							\$1,034,629.20
16	July	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
17	August	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
18	September	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
19	October	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
20	November	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
21	December	2020	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
22	January	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
23	February	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
24	March	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
25	April	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
26	May	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
27	June	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
Cash Outlay Fiscal Year Ending June 2021							\$1,034,629.20
28	July	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
29	August	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
30	September	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
31	October	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
32	November	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
33	December	2021	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
34	January	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
35	February	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
36	March	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
37	April	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
38	May	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
39	June	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
Cash Outlay Fiscal Year Ending June 2022							\$1,034,629.20
40	July	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
41	August	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
42	September	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
43	October	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
44	November	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
45	December	2022	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
46	January	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
47	February	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
48	March	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
49	April	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
50	May	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
51	June	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
Cash Outlay Fiscal Year Ending June 2023							\$1,034,629.20
52	July	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
53	August	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
54	September	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
55	October	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
56	November	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
57	December	2023	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
58	January	2024	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
59	February	2024	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
60	March	2024	\$19,595.25	\$35,271.45	\$31,352.40	\$86,219.10	
	April	2024		\$35,271.45	\$31,352.40	\$66,623.85	
	May	2024		\$35,271.45	\$31,352.40	\$66,623.85	
	June	2024			\$31,352.40	\$31,352.40	
Cash Outlay Fiscal Year Ending June 2024							\$940,572.00
Total Lease Cash Outlay						\$5,173,146.00	\$5,173,146.00

APPENDIX A
EQUIPMENT RETURN PROVISIONS





Equipment Return Provisions

Lease Schedule No.	030-0062831-
Master Lease Agreement No.	0062831

Lessee: (Name & Address)	NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE, , CONCORD, NH 03302-0483
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. **Mechanical.**
 - A. Computer systems or safety and emission control equipment not in proper working order.
 - B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
 - C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
 - D. Any air filters not within manufacturer's specifications.
 - E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
 - F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
 - G. Any lubricant, water or A/C seal leaks.
2. **Exterior.**
 - A. Dents larger than 2 inches in diameter.
 - B. Excessive number of dents or scratches.
 - C. Any scratch 8" or longer that reaches the metal skin.
 - D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
 - E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
 - F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
 - G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
 - H. All frame damage and substandard frame repairs.
 - I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.
3. **Cab/Operator Platform.**
 - A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
 - B. Unclean condition of operator environment.
 - C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.
4. **General.**
 - A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
 - B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.
5. **Other.**
 - A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
 - B. The Equipment must be cleaned prior to its return.
6. **Hour Meter.** For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
7. **Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.


<p>LESSEE</p> <p>NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE CONCORD, NH 03302-0483</p> <p>By:  DAVID RODRIGUE, DIRECTOR OF OPERATIONS</p> <p>Date: <u>10/3/18</u></p>	<p>LESSOR</p> <p>DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600</p> <p>By:  Territory Finance Manager</p> <p>Date: <u>10/3/18</u></p>
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**CERTIFICATE OF AUTHORITY
OF
DEERE CREDIT, INC.**

I, Matthew G. Haney, as the duly elected and acting Senior Vice President & Chief Counsel of Deere Credit, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certify and otherwise confirm that James B. Hart is authorized to execute on behalf of the Corporation the following documents entered into by and between the New Hampshire Department of Transportation and the Corporation:


- That certain Master Lease Agreement and that certain First Amendment dated as of 3 October 2018, and
- That certain Second Amendment dated as of 16 October 2018

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of October 2018.

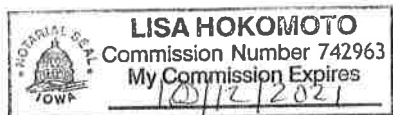

Matthew G. Haney
Senior Vice President & Chief
Counsel of Deere Credit, Inc.

STATE OF IOWA)
)
COUNTY OF POLK) **SS.**

I, Lisa K. Hokomoto, do hereby certify that Matthew G. Haney, personally known to me to be the Senior Vice President and Chief Counsel of Deere Credit, Inc., a Delaware Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the said instrument as Senior Vice President and Chief Counsel of said Corporation as his free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth. Given under my hand and seal this 23rd day of October 2018.



Notary Public



Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DEERE CREDIT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



820863 8300

SR# 20187297343

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203673029

Date: 10-24-18

EXHIBIT C
SPECIAL PROVISIONS

SECRETARY'S CERTIFICATION

OF

NORTRAX, INC.

I, Todd E. Davies, hereby certify that:

- 1) I am the duly elected, qualified and acting Secretary of NORTRAX, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company").
- 2) Attached as Exhibit A hereto is a true, correct and complete copy of certain resolutions (the "Resolutions") duly approved and adopted by the Company's Board of Directors by unanimous written consent on the 28th day of August, 2018, which Resolutions have not been modified, amended or rescinded since such date and remain in full force and effect on the date hereof.

Witness my hand on behalf of the
Company this 6th day of September, 2018.



Todd E. Davies, Secretary

STATE OF ILLINOIS

)


SS.

COUNTY OF ROCK ISLAND

)

)

I, Robyn R. Harvey, do hereby certify that Todd E. Davies, personally known to me to be the Secretary of Nortrax, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the said instrument as Secretary of said corporation as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth. Given under my hand and seal this 6th day of September, 2018.



Notary Public



EXHIBIT A

WHEREAS, the Corporation has provided a bid to the New Hampshire Department of Transportation under bid package reference number RFB 2018-209 for the lease of certain construction equipment as set forth therein (the "Lease"); and

WHEREAS, the Board has considered the agreement related to the Lease with the State of New Hampshire, the New Hampshire Department of Transportation, and the Bureau of Highway Maintenance (the "Agreement").

NOW THEREFORE BE IT RESOLVED, that the Board hereby determines that the Lease and the Agreement is advisable and in the best interests of the Corporation and its stockholders and hereby authorizes and approves in all respects the consummation of the Lease and authorizes, approves, ratifies and adopts the Agreement in all respects;

FURTHER RESOLVED, that the officers of the Corporation, including without limitation Timothy J. Murphy, President, and Wendy Stevenson, Chief Financial Officer, (each individually an "Authorized Officer" and, collectively, the "Authorized Officers") be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute and deliver the Agreement and any related documents in such form as the Authorized Officer executing the same may approve, the execution thereof by any such Authorized Officer conclusively to evidence the due authorization thereof by the Board;

FURTHER RESOLVED, that all actions heretofore taken by any of the Authorized Officers, employees, representatives or agents of the Corporation by or on behalf of the Corporation or any of its affiliates in connection with the Agreement and the transactions contemplated or otherwise referred to, in the foregoing resolutions, be, and hereby are, ratified, confirmed and approved in all respects as the acts and deeds of the Corporation.

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 NORTRAX, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on January 13, 2011. 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: 641539

Certificate Number: 0004169591



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of August A.D. 2018.

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

William M. Gardner
Secretary of State

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NORTRAX, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF AUGUST, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



3448795 8300

SR# 20186370218

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203317756

Date: 08-27-18



August 13, 2018

State Of New Hampshire
Jason Dexter, Deputy Director of Risk and Benefits Risk Management Unit
NH Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Jason:

I am pleased to provide quote for 2019 John Deere Nortrax Backhoes per your request.

PHYSICAL DAMAGE

Based on a \$101,366 sale price per each of the new sixty-six 2019 backhoes DOT is purchasing, the ANNUAL premium would be:

#Veh	Cost New / Veh	Total Cost New	Comp Rate	Collision Rate	Total Prem	Prem/ Veh
66	\$101,366	\$6,690,156	.00085217	.0019884	\$19,003.86	\$287.94

LIABILITY

The backhoes would be classified as Special Equipment and would be applied the fixed \$35.04 per veh rate for this composite rate category. The ANNUAL premium would be:

Type	#	Rate	Prem
Spec Equip	66	\$35.04	\$2,312.64

Please let me know if you need anything further.

Best Regards,

Carrie Morgan, CIC
Account Manager
crmogan@crossagency.com

1100 Elm Street
Manchester, NH 03101
Tel: (603) 669-3218 / 1-800-969-3218
Fax: (603) 645-4331
www.crossinsurance.com

NH Department of Transportation

By: 

Date: 10/3/18

David Rodriguez
Director of Operations

Title: _____

Approved by Attorney General

By: Allin B Greenstein

Date: 10/25/18

Title: Attorney

Approved by Governor and Council

By: 

Date: OCT 31 2018

DEPUTY SECRETARY OF STATE