

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



William Cass, P.E. Assistant Commissioner

Victoria F. Sheehan Commissioner

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301 Bureau of Rail & Transit May 5, 2022

REQUESTED ACTION

1. Authorize the Department of Transportation to enter into a **sole source** contract amendment with Concord Coach Lines Inc. (Vendor 154207), Concord, NH to increase the contract amount by \$694,000.00 from \$2,691,125.00 to \$3,385,125.00, to support daily commuter bus service between Concord, NH and Boston, MA, effective upon Governor and Executive Council approval or July 1, 2022, whichever is later. The original contract was approved by the Governor on January 3, 2021 and appeared as Informational Item #D at the March 3, 2021, Governor and Executive Council meeting, was amended by the Governor and Executive Council on November 10, 2021, Item #5B, and amended by the Governor and Executive Council on January 26, 2022, Item #35. 100% Federal Funds.

Funding for this agreement is available in the Fiscal Year 2023 budget as follows:

FY 2023

04-96-96-964010-2050 State Bus Services & Facilities 103-502664 Contracts for Operational Service

\$694,000.00

2. Further, authorized to extend the contract end date from June 30, 2022, to June 30, 2023, effective upon Governor and Executive Council approval or July 1, 2022, whichever is later.

EXPLANATION

This sole source contract amendment is to provide additional Federal Transit Administration (FTA) funding for commuter bus services on the 1-93 corridor through June 30, 2023. The Department previously allocated \$2,691,125.00 of FTA Section 5307 CARES Act funding to Concord Coach Lines for operating assistance for the period of January 1, 2021, through June 30, 2022, to ensure commuter bus services were available to the public on the subject corridor, and to allow Concord Coach Lines time to adjust services and recover to its pre-pandemic economic vitality. However, COVID-19 and its variants continue to negatively impact the transit industry and though the number of commuters, as well as business and recreational passengers, on the corridor has steadily increased, it has been at a much lower rate than originally anticipated which continues to negatively affect projected fare revenues. The additional \$694,000.00 of FTA Section 5307 Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) and FTA Section 5307 American Rescue Plan Act of 2021 (ARPA) funds are to provide additional operational assistance for Concord Coach Lines' commuter bus services through the end of SFY 2023.

In the event that Federal Funds become unavailable, general funds will not be requested to support this program.

This agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to the Governor and Executive Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan Commissioner

Attachments

AMENDMENT #3 TO AGREEMENT

Concord Coach Lines, Inc.

This Contract Amendment ("Amendment") is entered into this <u>3</u> day of <u>they</u>, 2022, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, 7 Hazen Drive, Concord NH 03302-0483, (hereinafter referred to as "the State") and Concord Coach Lines. Inc. (hereinafter referred to as "the Contractor"), collectively referred to as "the Parties".

WHEREAS, the Parties have entered into a contract for commuter bus service between Concord, New Hampshire and Boston, Massachusetts along the I-93 corridor, approved by the Governor on January 3, 2021, G&C Informational Item #D, March 3, 2021, amended by the Governor and Executive Council on November 10, 2021, Item #5B and on January 26, 2022, Item #35 (hereinafter referred to as "the Contract");

WHEREAS, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak, and on Friday, March 13, 2020, the Governor of the State of New Hampshire issued Executive Order 2020-4, an order declaring a State of Emergency due to COVID-19;

WHEREAS, COVID-19 and its variants continue to impact services provided under the Contract;

WHEREAS, the Parties desire to amend the Contract as provided in this Amendment; and

WHEREAS, the Contract allows for amendments by an instrument in writing executed by the Parties;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, as set forth herein, the Parties hereto do hereby agree as follows:

- 1. Amend Section 1.7, Completion Date to read June 30, 2023.
- 2. Amend Section 1.8, Price Limitation to read (\$3,385,125.00).
- 3. Amend Exhibit B, Budget, Section I is revised to include an additional (\$694,000.00) of Federal Transit Administration (FTA) Section 5307 Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) and/or FTA Section 5307 American Rescue Plan Act of 2021 (ARPA) Program funds for Fiscal Year 2023 for a revised Contract total of (\$3,385,125.00), as follows:

FUNDING SOURCE	ORIGINAL	AMDMT #1	AMDMT #2	AMDMT #3	REVISED TOTAL	
FTA CRRSAA & ARPA Funds	\$1,891,125.00	\$0.00	\$800,000.00	\$694,000.00	\$3,385,125.00	

This Amendment hereunder shall become effective on July 1, 2022 or upon approval by the New Hampshire Governor and Executive Council, whichever is later.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties hereunder shall remain in full force and effect with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands to the date first-written above.

Concord Coach Lines, Inc.
By: May 3 2022
Print Name and Title: Konnoth J. Muster Vice President
NH Department of Transportation
By:
Print Name and Title: Patrick C. Herlihy Print Name and Title: Pirector
Aeronautics, Rail and Transit Approved by Attorney General
By: Puny C. ym Date: 5/12/2022
Print Name and Title: EMILY GOTEING: ASSISTANT AG
Approved by Governor and Executive Council
G&C Item Number: G&C Meeting Date:

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 CONCORD COACH LINES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 28, 1955. 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: 10095

Certificate Number: 0005750076



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2022.

William M. Gardner Secretary of State

CONCORD COACH LINES, INC.

CERTIFICATE OF VOTE

I, Harry W. Blunt, hereby certify that I am President of Concord Coach Lines, Inc.

I hereby certify the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on May 3, 2022 at an office of the corporation in Concord, New Hampshire, at which a quorum of the Board was present and voting.

VOTED:

That Kenneth J. Hunter, as Vice President of said corporation, is hereby authorized and empowered to execute all documents between the State of New Hampshire, and its subdivisions, and Concord Coach Lines, Inc. relating to the corporation's intercity bus service. Further, authorizing said officer to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Harry W. Blunt President

Concord Coach Lines, Inc.

Subscribed and sworn before me this

Kelsea J Hale **NOTARY PUBLIC** State of New Hampshire My Commission Expires 11/25/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2022

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT ELizabeth Prindiville **PRODUCER** PHONE (AC. No. Ext): (603)224-2562
[AMAIL ADDRESS: eprindiville@rowleyagency.com THE ROWLEY AGENCY INC. FAX (A/C, No): (403) 224-8012 45 Constitution Avenue P.O. Box 511 INSURER(S) AFFORDING COVERAGE NAIC # Concord NH 03302-0511 INSURERA: National Interstate Insurance Co 32620 INSURED INSURERB: Acadia Insurance Company 31325 Concord Coach Lines, Inc. INSURER C: 7 Langdon Street INSURER D : INSURER E : Concord NH 03301 INSURER F : **COVERAGES** CERTIFICATE NUMBER: 22-23 CC **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **IADOCISUBR** POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LIMITS INSD WYD **POLICY NUMBER** X COMMERCIAL GENERAL LIABILITY 5.000.000 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE | X OCCUR 50,000 λ PREMISES (Ea occurrence) x TPP1107620-16 5/1/2022 5/1/2023 5.000 Primary GL layer MED EXP (Any one perso 5,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 5,000,000 PRO-JECT х POLICY 5,000,000 PRODUCTS - COMP/OP AGG S OTHER COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$ 100,000 (Es accident) BODILY INJURY (Per person) X ANY AUTO \$ 100,000 ALL OWNED SCHEDULED X **BODILY INJURY (Per accident)** AUTOS NON-OWNED AUTOS XPP1107620-16 5/1/2022 5/1/2023 \$ PROPERTY DAMAGE (Per accident) х \$ HIRED AUTOS 5 UMBRELLA LIAB Excess of primary auto only OCCUR EACH OCCURRENCE 9,900,000 **EXCESS LIAB** XEX1107620-16 CLAIMS-MADE AGGREGATE 9,900,000 Α DED X RETENTION \$ YEX1107621-16 5/1/2022 5/1/2023 ٥ WORKERS COMPENSATION Sect 3A: MH, MA, ME, MY X STATUTE AND EMPLOYERS' LIABILITY YIN ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT 500,000 N OFFICER/MEMBER EXCLUDED? В OFFICE/OREMBER EXCLUDED?
(Mandatory In NH)

If yes, describe under
DESCRIPTION OF OPERATIONS below 12/31/2021 12/31/2022 WCA5326280-14 E.L. DISEASE - EA EMPLOYEE 500,000 E.L. DISEASE - POLICY LIMIT 500,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The State of New Hampshire, Dept. of Transportation, is an additional insured for liability only when required by written contract. **CERTIFICATE HOLDER** CANCELLATION (603) 271-6767 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN State of New Hampshire ACCORDANCE WITH THE POLICY PROVISIONS. Department of Transportation 7 Hazen Dr. AUTHORIZED REPRESENTATIVE Concord, NH 03301-0483 Robert Simpson/ESP

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FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

Name of Recipient Agency: New Hampshire Department of Transportation (NHDOT)

Name of Subrecipient/Contractor Agency: Concord Coach Lines, Inc.

Concord Coach Lines, Inc., shall comply with all applicable Federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances. This award includes information required by 2 CFR Part 200 as follows:

FTA award project description: (As required to be responsive to the Federal Funding Accountability and

Transparency Act (FFATA))

Amount: \$20,184,482.00 Catalog of Federal Domestic Assistance (CFDA) number: 20.507 FTA Award Name: FTA SECTION 5307 URBANIZED AREA FORMULA- ARPA

Federal Award Identification Number (FAIN): NH-2022-001 Federal Award Date: 1/24/22

Contact information for sub-awarding official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit

Email: Patrick.C.Herlihy@dot.nh.gov Phone: 603-271-2449

Is this award for research and development? No NHDOT's cost rate for the Federal award: N/A

Subrecipient/Contractor Information:

Subrecipient/Contractor Name: Concord Coach Lines, Inc.

Subrecipient/Contractor SAM.GOV registration: E1MXHJMJLKL4 02/24/2023

Name of authorizing Subrecipient/Contractor official: Kenneth J. Hunter

Title of authorizing Subrecipient/Contract official: Vice President

Federal Clauses: Yes

Subrecipient/Contractor Federal indirect cost rate: N/A

(An approved Federally recognized indirect cost rate negotiated between the Subrecipient/Contractor and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient/Contractor (in compliance with this part), or a De Minimis indirect cost rate as defined in §200.414 Indirect. (F&A) costs, paragraph (f)).

Subaward Period of performance:

SFY: 2023 Start Date: 7/1/22 End Date: 6/30/23

Total amount of FTA sub-award obligated by this action (contract/amendment):

SFY: 2023 Section: 5307 Amount: \$347,000.00

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Total amount of FTA sub-award committed to the Subrecipient/Contractor (original contract & amendments): SFY: 2023 Section: 5307 Amount: \$347,000.00

Pass-through requirements:

The Subrecipient/Contractor, Concord Coach Lines, Inc., agrees to meet all requirement imposed by the pass-through entity (NHDOT) on the Subrecipient/Contractor so that the Federal award is used in accordance with Federal statues, regulations and the terms and conditions of the Federal award.

The Subrecipient/Contractor, Concord Coach Lines, Inc., agrees to any additional requirements that the pass-through entity (NHDOT) imposes on the Subrecipient/Contractor in order for the pass-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The Subrecipient/Contractor, Concord Coach Lines, Inc., agrees to permit the pass-through entity (NHDOT) and auditors to have access to the Subrecipient's/Contractor's records and financial statements as necessary for the pass-through entity to meet the requirements of this part, and appropriate terms and conditions concerning closeout of the subaward.

Date: WAL 3, 2027

Name of authorizing Subrecipient/Contractor official: Kenneth J. Hunter

Title of authorizing Subrecipient/Contractor official: Vice President

Signature of authorizing Subrecipient/Contractor official:



FTA and 2 CFR 200 Agreement

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FTA award project description: (As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))

Amount: \$3,185,801.00 Catalog of Federal Domestic Assistance (CFDA) number: 20.507 FTA Award Name: FTA SECTION 5307 URBANIZED AREA FORMULA- CRSSAA Federal Award Identification Number (FAIN): NH-2022-002 Federal Award Date: 1/24/22

Contact information for sub-awarding official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit

Email: Patrick.C.Herlihy@dot.nh.gov Phone: 603-271-2449

Is this award for research and development? No NHDOT's cost rate for the federal award: N/A

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Federal Clauses: Yes

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Date: May 3, 2022

Name of authorizing Subrecipient/Contractor official: Kenneth J. Hunter

Title of authorizing Subrecipient/Contractor official: Vice President

Signature of authorizing Subrecipient/Contractor official:

Concord Coach Lines Inc

Operations & Management

\$3,385,125

Sole Source

Paula Bennett
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New Hampshire DOT 7 Hazen Drive Concord, New Hampshire 03302-0483 (603) 271-3734

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Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with btaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

- 1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services Implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 ...F.R. part 90, prohibit discrimination by participants in federally assisted programs against Individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq..

prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing agulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may Issue.
- 4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 5.Promoting Free Speech and Retigious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

LEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the obsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the insportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarity available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
-) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of ine Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000
- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disgualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact refied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined erein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA preapproval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or inderstanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

- a) Definitions. As used in this clause-
- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air "arrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed International air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established

for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
-) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and hall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any latter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not Ilmited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of Interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible Information in the possession of the Recipient.

PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate Items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obaligating or expending loan or grant funds to:
 - 1. Procure or obtain;
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that users covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, coverd telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public saftey, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procuced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably belives to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize availabel funding and technical support to assit affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from coverd communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional in formation.

d. See also \$200.471.

PROMPT PAYMENT

he contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days ter the contractor's receipt of payment for that work. In addition, the contractor is required to return any relainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or falls to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- 1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- 2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- 1. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or ents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- 1. Federal transit laws, specifically 49 U.S.C. § 5323(f); 2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
- 3. Any other Federal School Bus regulations; or
- 4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- 1. Bar the Contractor from receiving Federal assistance for public transportation; or
- 2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

UBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

SIMPLIFIED ACQUISITION THRESHOLD

ontracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and a Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of sald breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedles for any Breach

'n the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency iall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This "ability includes any increased costs incurred by the Agency in completing the work.

rhe Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of

Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

mination for Convenience or Default (Architect and Engineering)

e Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any mer appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation.

Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

nould either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, jents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising

out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedles

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of my duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a aiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTION	S ON LOBBYING
1 KENNETH J HATO VICE PRESID	hereby certify
(Name and title of official)	
On behalf of Con core Coach in 25 mc (Name of Bidder/Company Nam	that:
 No federal appropriated funds have been paid or will be paid, by or on behalf attempting to influence an officer or employee of any agency, a Member of Co employee of a Member of Congress in connection with the awarding of any fe of any federal loan, the entering into of any cooperative agreement, and the ex modification of any federal contract, grant, loan, or cooperative agreement. 	ongress, and officer or employee of Congress, or an ederal contract, the making of any federal grant, the makin
 If any funds other than federal appropriated funds have been paid or will be profficer or employee of any agency, a Member of Congress, and officer or employees in connection with the federal contract, grant, loan, or cooperative a Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance 	oloyee of Congress, or an employee of a Member of greement, the undersigned shall complete and submit
 The undersigned shall require that the language of this certification be included (including sub-contracts, sub-grants and contracts under grants, loans, and contracts and disclose accordingly. 	ed in the award documents for all sub-awards at all tiers cooperative agreements) and that all sub-recipients shall
This certification is a material representation of fact upon which reliance was place. Submission of this certification is a prerequisite for making or entering into this transite Lobbying Disclosure Act of 1995). Any person who fails to file the required certification of the submission of the submi	saction imposed by 31 U.S.C. § 1352 (as amended by
The undersigned certifies or affirms the truthfulness and accuracy of the contents of understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable	the statements submitted on or with this certification and thereto.
Name of Bidder/Company Name: Concom Condulina	1000
Type or print name: HENNEM I MINTER	
Signature of authorized representative:	Date MM / 3 / 2022
Signature of notary and SEAL:	
Str My Com	Keisea J Hale NOTARY PUBLIC ate of New Hampshire mission Expires 11/25/2024
COMMON EARTH	

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred.
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
 - Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification.
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000...
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its
 principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the
 preceding statements in this Certification Group.
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

<u>Certification</u>	. ()		
Contractor: Cou Co	no Couldiner		
Signature of Authorized Official:	Muco f There	Date 5 / 3	, 2022
Name and Title of Contractor's Auth	orized Official: Kennoth J.	Houter Via	Prince

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name	of Applicant: Concord Coullines Inc	
The A	applicant certifies to the applicable provisions of all categories: (chec	ck here)
	Or,	
The A	pplicant certifies to the applicable provisions of the categories it has	s selected:
Cate	gory	Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	·
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

Certifi	cations and Assurances	Fiscal Year 2022
12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	•
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	
	·	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

	Concorio Coachiversone	
Name of the Applicant: _	CON CORD COACHINES JAC	

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BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature Date: Fe 6 10, 2022

Name KENNEW J. Monte Authorized Representative of Applicant



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

Concord, New Hampshire 03301

State House

Bureau of Rail & Transit His Excellency, Governor Christopher T. Sununu December 21, 2021. and the Honorable Council

REQUESTED ACTION

Authorize the Department of Transportation to enter into a sole source contract amendment with Concord Coach Lines, Inc. (Vendor 154207), Concord, NH, to increase the contract amount by \$800,000.00 from \$1,891,125.00 to \$2,691,125.00, effective upon Governor and Council approval through June 30, 2022. The contract to support daily commuter bus service between Concord, NH and Boston, MA utilizing Federal Transportation Administration (FTA) Section 5307 Coronavirus Aid, Relief, and Economic Security (CARES) Act funds was originally approved by the Governor on January 3, 2021, Governor and Council Informational Item #D, March 3, 2021 and amended by the Governor and Council Item #5B, November 10, 2021. 100% Federal Funds.

Funding is available in SFY 2022 as follows:

FY 2022

04-96-96-964010-2050 State Bus Services & Facilities 103-502664 Contracts for Operational Service

\$800,000.00

EXPLANATION

This sole source contract amendment is to provide additional FTA funding for commuter bus services on the I-93 corridor through June 30, 2022. The Department previously allocated \$1,891,125.00 of FTA Section 5307 CARES Act funding to Concord Coach Lines for operating assistance for the period of January 1, 2021 through June 30, 2022 to ensure commuter bus services were available to the public on the subject corridor, and to allow Concord Coach Lines time to adjust services and recover to its pre-pandemic economic vitality. However, COVID-19 and its variants continue to negatively impact the transit industry and the return of commuters, as well as business and recreational passengers, on the corridor has been slower than originally anticipated negatively affecting anticipated fare revenues. The additional \$800,000.00 of FTA funds are to provide additional operational assistance for Concord Coach Lines' commuter bus services through the end of SFY 2022.

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

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan Commissioner

Attachments

AMENDMENT #2 TO AGREEMENT

CONCORD COACH LINES, INC.

This Contract Amendment ("Amendment") is entered into this 11 day of December 2021, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, 7 Hazen Drive, Concord NH 03302-0483, (hereinafter referred to as "the State") and Concord Coach Lines. Inc. (hereinafter referred to as "the Contractor"), collectively referred to as "the Parties".

WHEREAS, the Parties have entered into a contract for commuter bus service between Concord, New Hampshire and Boston, Massachusetts along the I-93 corridor, approved by the Governor on January 3, 2021, G&C Informational Item #D, March 3, 2021, amended by the Governor and Executive Council on November 10, 2021, Item 5B (hereinafter referred to as "the Contract");

WHEREAS, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak, and on Friday, March 13, 2020, the Governor of the State of New Hampshire issued Executive Order 2020-4, an order declaring a State of Emergency due to COVID-19, and issued additional Executive Orders that had extended the State of Emergency through June 11, 2021.

WHEREAS, COVID-19 and its variants continue to impact services provided under the Contract;

WHEREAS, the Parties desire to amend the Contract as provided in this Amendment;

WHEREAS, the Contract allows for amendments by an instrument in writing executed by the Parties;

WHEREAS, the Price Limitation in Section 1.8 of the P-37 form is \$1,891,125.00;

WHEREAS, Exhibit B, Budget provides Federal Transit Administration (FTA) Section 5307 CARES Act Program funds; and

WHEREAS, the Department of Transportation has available FTA Section 5307 CARES Act Program funds for State Fiscal Year 2022;

RESOLVED, that the Contract be amended as follows:

Section 1.8, "Price Limitation" of the P-37 form is amended to read (\$2,691,125.00);

Exhibit B, Budget, Section I. shall be revised to include an additional (\$800,000.00) of FTA Section 5307 CARES Act Program funds for Fiscal Year 2022 for a revised Contract total of (\$2,691,125.00), as follows:

	FTA CARES ACT FUNDS	ORIGINAL	AMDMT #1	AMENDME NT #2	REVISED TOTAL	
	SECTION 5307 BOSTON URBANIZED AREA	\$1,891,125.00	\$0.00	\$800,000.00	\$2,691,125.00	

a. Funds are contingent upon Federal and State appropriations

This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands to the date first-written above.

Concord Coach Lines, Inc.	
By: Murs f John B	Date: 12/17/2021
Print Name and Title: YE voeth	J. Hunter Vice President
NH Department of Transportation	
By: John Patrick C.	
Print Name and Title: Association R	tor til end Trensit
Approved by Attorney General	
By: Evenly C. Sking	Date: 1/12/2042
Print Name and Title: Emily C. Good	
Approved by Governor	
G&C Item Number:	G&C Meeting Date:

EXHIBITS TO AMENDMENT #2

Concord Coach Lines, Inc

Amendment Signature Page

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA and 2 CFR Part 200 Agreement

Federal Clauses

Original Contract approved by the Governor on January 3, 2021, Governor and Executive Informational Item #D, March 3, 2021

Amendment #1 approved by the Governor and Executive Council Item #5B, November 10, 2021

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 CONCORD COACH LINES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 28, 1955. 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: 10095

Certificate Number: 0005347973



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Scal of the State of New Hampshire,

this 13th day of April A.D. 2021.

William M. Gardner Secretary of State

CONCORD COACH LINES, INC.

CERTIFICATE OF VOTE

I, Harry W. Blunt, hereby certify that I am President of Concord Coach Lines, Inc.

I hereby certify the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on December 17, 2021 at an office of the corporation in Concord, New Hampshire, at which a quorum of the Board was present and voting.

VOTED:

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That Kenneth J. Hunter, as Vice President of said corporation, is hereby authorized and empowered to execute all documents between the State of New Hampshire, and its subdivisions, and Concord Coach Lines, Inc. relating to the corporation's intercity bus service. Further, authorizing said officer to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

WY COMMISSION WEXPIRES TO THE STATE OF THE S

Harry W. Blunt

President

Concord Coach Lines, Inc.

Subscribed and sworn before me this 17 day of December 2021.

__

Kelsea J Hale NOTARY PUBLIC State of New Hampshire My Commission Expires 11/25/2024



CATE (PERMODATALL)

CERTIFICATE OF EIABILITY INSURANCE							/17/2021	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR REGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES								1
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
MPORTANT: If the certificate heider is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
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93 271-6767 State of New Hampshire Department of Transportation 7 Hazen Dr. BHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH THE POLICY PROVISIONS.								
Concord, NH 03301-0483				KEED MEPMEMBA		840	٥	-
			Rober	t Simpson.	/JLP		_	



FTA and 2 CFR 200 Agreement

Revised 11/10/2020

FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

Name of Recipient Agency: New Hampshire Department of Transportation (NHDOT)

Name of Subreciplent/Contractor Agency: Concord Coach Lines, Inc.

Concord Coach Lines, Inc., shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances. This award includes information required by 2 CFR Part 200 as follows:

FTA award project description: (As required to be responsive to the Federal Fanishing Accountability and Transparency Act (FFATA)

Amount: \$8,078,567.00 Catalog of Federal Domestic Assistance (CFDA) number: 20.507 FTA Award Name: FTA SECTION 5307 URBANIZED AREA FORMULA-CARES ACT Federal Award Identification Number (FAIN): NH-2020-009 Federal Award Date: 8/7/20

Contact information for sub-awarding official;

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit

Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

Is this award for research and development? No NHDOT's cost rate for the federal award: N/A

Subrecipient/Contractor Information:

Subrecipient/Contractor Name: Concord Coach Lines, Inc.

Subrecipient/Contractor DUNS number: 018899872

Subrecipient/Contractor SAM GOV registration: 4GWU0 2/25/2022

Name of authorizing subrecipient official: Kenneth J. Hunter Title of authorizing subrecipient

official: Vice President Federal Clauses: Yes

Subrecipient/Contractor Federal indirect cost rate: N/A

(An approved federally recognized indirect cost rate negotiated between the subrecipient/Contractor and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in \$200.414 Indirect. (F&A) costs, paragraph (f)).

Subaward Period of performance:

SFY: 2022 Start Date: 1/1/21 End Date: 6/30/22

'Total amount of FTA sub-award obligated by this action (contract/amendment):

SFY: 2022 Section: 5307 Amount: \$800,000.00



FTA and 2 CFR 200 Agreement

Revised 11/10/2020

Total amount of FTA sub-award committed to the subrecipient/contractor (original contract & amendments): SFY: 2022 Section: 5307 Amount: \$2,691,125.00

Pass-through requirements:

The Subrecipient/Contractor, Concord Coach Lines, Inc., agrees to meet all requirement imposed by the pass-through entity (NHDOT) on the subrecipient so that the Federal award is used in accordance with Federal statues, regulations and the terms and conditions of the Federal award.

The Subrecipient/Contractor, Concord Coach Lines, Inc., agrees to any additional requirements that the pass-through entity (NHDOT) imposes on the subrecipient in order for the pass-through entity (NHDOT) in order for the pass-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The Subrecipient/Contractor, Concord Coach Lines, Inc., agrees to permit the pass-through entity (NHDOT) and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and appropriate terms and conditions concerning closeout of the subaward.

Date: 12/17/2021

Name of authorizing subrecipient official: Kenneth J. Hunter

Title of authorizing subrecipient official: Vice President

Signature of authorizing subrecipient official:

:-

Concord Coach Lines

Operations & Management

\$ 2,691,125

Sole Source

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Paula Bennett System.Web.UI.WebControls.TextBox New Hampshire DOT 7 Hazen Drive Concord, New Hampshire 03302-0483 (603) 271-3734

https://www.nh.gov/dot/



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The following clauses are for inclusion into procurement certific	documents, but can also be insert	ed into contractual agreements. How	rever, additional clauses and
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Federal Clauses

CESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents; reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of fitigation or settlement of dains arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such itigation, appeals, daints or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 6301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; which prohibits discrimination on the basis of handicaps, with the Americans with Oisabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 at seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 at seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act, in addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, my other award covered by 31 U.S.C. § 1352, Each tier shall also disclose any liabilitying with non-Federal funds that takes place in connection with laring any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(f), 5323(r), and 49 C.F.R. part 604; which provides that Recipients and subrecipients of FTA essistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator witing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

- 1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
- a) Nondiscrimination in Federal Public Transportation Programs, 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business apportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2 Nondiscrimination on the Basis of Sex, Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 at seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and san Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 ...R. part 90, prohibit discrimination by perticipants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 of seq.,

prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer, As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as oart thereof.

- 1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Race, Color, Religion, National Origin, Sex. in accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Lebor," 41 C.F.R. chapter 60, and Executive Order No. 11248, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersades it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sax (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, tayoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 at 660, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4.Disabilities, in accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Low, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to compty with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Poliution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et sec.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Politrion Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include those requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.*

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS
"whitecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS erchitecture in support of integration and the
sequent adherence of all ITS projects to that regional ITS erchitecture. Development of the regional ITS architecture should be consistent with the
asportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsentiary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards. Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or sha is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; BebSty for unpaid wages; Rigidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be flable for the unpaid wages. In addition, such contractor and subcontractor shall be flable to the United States (in the case of work done under contract for the District of Columbia or a fertitory, to such District or to such tentiony), for floudated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in responsible the paragraph (1) of this section.
- Mithibiding for unpeid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withhold, from any moneys psyable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000
- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient, if it is tater determined that the contractor did not compty with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C white this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower fler covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-essisted contracts. Fallure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems reprinted, which may include, but is not limited to:

(1) Assessing sanctions; (2) Assessing sanctions; (3) Uquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor, 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs fisted unless the contractor obtains the Agency's written consent; and that, unless the Agency's concent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the fisted DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including appreciateship. The contractor agrees to post in conspicuous places, evailable to employees and applicants for employment, notices to be provided by the contractor agrees to post in conspicuous places, evailable to employees and
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11248 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to excertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11248 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including selections for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, lidgation with a subcontractor or vendor as a result of such direction, the contractor may request the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

- a) Definitions. As used in this clause—
- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or properly, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disaffow expenditures from funds, appropriated or otherwise established

for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air comier is available to provide such services.

- If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their resonal effects) or property.
- , in the event that the Contractor selects a carrier other than a U.S.-flag eir carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fall to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whote or in part with Federal assistance provided by the FTA, it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to Include an equivalent provision in its sub agreements at every lier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to Rilgation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et acq., or has or may have committed a criminal or civil violation of law pertaining to such matters as traud, conflict of interest, bilbery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient, it also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not timited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is nequired to roturn any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DSE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith afforts to engage another DSE subcontractor to perform at least the same amount of work. The contractor may not terminate any DSE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- I. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-opg-program.*

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions partaining to this contract."

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- 1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- Special Warranty, When the Contract Involves public transportation operations and is supported with federal assistance appropriated or made available
 for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The
 U.S. DOL Special Warranty is a condition of the Contract.
- 1. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under little 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-tensed vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles

owned or leased either by the Contractor or Agency.

Distracted Orlving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text assigning white using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- 1. Federal transit laws, specifically 49 U.S.C. § 5323(f):
- 2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
- 3. Any other Federal School Bus regulations; or
- 4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- 1. Bar the Contractor from receiving Federal essistance for public transportation; or
- 2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive achool bus service under an atlowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project:
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal essistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

JUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management biformation System (NGS) reports to the Agency.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1906, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(I)(13).

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminists this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default (Breach or Cause) (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor falls to perform in the manner called for in the contract, or if the Contractor falls to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be peid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the contractor, the Agency, after setting up a new delivery of performance adde, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Controlly to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor (an appropriately short period of time) in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor falls to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after

receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Walver of Remedies for any Breach

in the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Faiture to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfil contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or falls to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or falls to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract. Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause it? 1. The delay in completing the work orises from unforceeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, ects of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notices Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be tended. The judgment of Agency shall be that and conclusive for the parties, but subject to appeal under the Obsputes oforce(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the falture of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall eflow no anticipated profit on unperformed services. If the termination is for faiture of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be faite for any additional cost incurred by the Agency. If; after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor, if the termination is for default, the notice shall state the menner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other intractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any in appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, ect or omission of the Agency shall constitute a material breach of this Contract, entiting Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedie:

Substantial felture of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes erising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor malls or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor shall abide be the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with Ritigation.

Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly emoneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

്പ്<u>നട for Damaces</u>

ild either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, __ms or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies 4 1

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING
1 Kanath I the its Vice President nereby certify
(Name and title of official)
On behalf of Con word Con Miner I me
(Name of Bidder/Company Name)
 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form ~ LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who faits to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such faiture.
The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.
Name of Bidder/Company Name: Con cotto Courblines Inc
Type or print name: KENWETH J. Huster
Signature of authorized representative:
Signature of notary and SEAL:
Kelsea J Hale NOTARY PUBLIC State of New Hampshire My Commission Expires 11/25/2024

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier.
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred.
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared incligible.
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - Commission of traud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State entitrust statute, or,
 - Commission of embezzlement, theft, forgery, bribery, tatsification or destruction of records, making any false statement, or receiving stolen property.
 - c. It is not presently indicated for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification.
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a 2.d above, it will promptly provide that information to FTA.
 - It will treat each lower fler contract or lower fler subcontract under its Project as a covered lower fler contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000...
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and authoritractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from perticipation in its federally funded Project,
 - b. Suspended from participation in its foderally funded Project,
 - c. Proposed for deberment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - voluntarily excluded from participation in its federally funded Project, or
 - f. Oisqualified from participation in its federally funded Project, and
 - It will provide a written explanation as indicated on a page attached in FTA's TrAMS ptotform or the Signature Page If it or any of its
 principals, including any of its first tier Subrecipients or its Third-Perty Participants at a lower tier, is unable to certify compliance with the
 preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first for Subrocipients or its Third-Party Participants at a lower flor, is unable to certify compliance with the preceding statements in this Certification Group.

Certification		
Contractor: Consultation	Couldings sinc.	
Signature of Authorized Official:	Muca / Junto	Data 12 / 17 / 2021
Name and Title of Contractor's Author	TE ABUUSH INDOMEST	Huster Via Present



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301 Bureau of Rail & Transit October 4, 2021

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to enter into a sole source contract amendment with Concord Coach Lines; Inc. (Vendor 154207), Concord, NH, to extend the contract end date from December 31, 2021 to June 30, 2022, effective upon Governor and Council approval or January 1, 2022, whichever is later. The contract to support daily commuter bus service between Concord, NH and Boston, MA utilizing Federal Transportation Administration (FTA) Section 5307 Coronavirus Aid, Relief, and Economic Security (CARES) Act funds, was originally approved by the Governor on January 3, 2021 and Governor and Council Informational Item #D on March 3, 2021. Time extension only, no additional funding requested.

EXPLANATION

This sole source contract amendment is to continue providing FTA funding for commuter bus services on the 1-93 corridor through June 30, 2022. The Department allocated \$1,891,125.00 of FTA Section 5307 CARES Act funding to Concord Coach Lines for operating assistance for the period of January 1, 2021 through December 31, 2021, to ensure commuter bus services were available to the public on the subject corridor, and to allow Concord Coach Lines time to adjust services and recover to its pre-pandemic economic vitality. However, COVID-19 and its variants continue to negatively impact the transit industry and the return of commuters, as well as business and recreational passengers, on the corridor has been slower than originally anticipated. This contract amendment is for time only; funds are available in the current contract to provide operational assistance for Concord Coach Lines' evolving commuter bus services through the end of SFY 2022. Also, the additional time will allow the Department to further evaluate new travel patterns and routines of commuters and other travelers to consider future public transit needs and funding requirements on the subject corridor.

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

Your approval of this resolution is respectfully requested.

Sincerely.

Victoria F. Sheehan Commissioner

Attachments

AMENDMENT TO AGREEMENT

Concord Coach Lines, Inc.

This Contract Amendment ("Amendment") is entered into this 2\ day of \(\sigma\) day

WHEREAS, the Parties have entered into a contract for commuter bus service between Concord, New Hampshire and Boston; Massachusetts along the I-93 corridor, approved by the Governor on January 3, 2021, G&C Informational Item #D, March 3, 2021 (hereinafter referred to as "the Contract");

WHEREAS, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak, and on Friday, March 13, 2020, the Governor of the State of New Hampshire issued Executive Order 2020-4, an order declaring a State of Emergency due to COVID-19, and issued additional Executive Orders that had extended the State of Emergency through June 11, 2021.

WHEREAS, COVID-19 and its variants continue to impact services provided under the Contract;

WHEREAS, the Parties desire to extend and amend the Contract as provided in this Amendment; and

WHEREAS, the Contract allows for amendments by an instrument in writing executed by the Parties;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the Parties hereto do herby agree as follows:

Amend P-37 Section 1.7. Completion Date to June 30, 2022.

This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties hereunder shall remain in full force and effect with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands to the date first-written above.

Concord Coach Lines, Inc.
By: 1/2021 Date: 9/21/2021
Print Name and Title: HEwith J. Huter 1.P.
NH Department of Transportation
By: 1517 Date: 10/11/2021
Print Name and Title: Patrick C. Herlihy, Director of Aeronautics, Rail and Transit
Approved by Attorney General
By: /s/Allison B. Greenstein Date: 10/26/2021
Print Name and Title: Allison B. Greenstein, Assistant Attorney General
Approved by Covernor and Executive Council
G&C Item number: G&C Meeting Date:

Concord Coach Lines, Inc.	•	
By: Thinks 1 1/2	Date Date	s: 9\2\\2\\2\\2\\
Print Name and Titles AKE so	with the Hoster	<u> </u>
NH Department of Transport	 //	10/7/2021
By: JOCK	Patrick C. Herlihy	:: <u>1017.130</u> .a.i
Print Name and Title:	Director	
Approved by Attorney Gener	<u>al</u>	· .
Ву:		e:
Print-Name and Tille:		<u> </u>
Approved by Governor and E	Executive Council	
G&C:Item pümber:	G&C Meeting Dat	e: NOV 1:0 2021
(WAX O	•	

PUTY SECRETARY OF STATE

EXHIBITS TO AMENDMENT

Concord Coach Lines, Inc

Amendment Signature Page

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA and 2 CFR Part 200 Agreement

Original Contract approved by the Governor on January 3, 2021, G&C Informational Item #D, March 3, 2021

State of New Hampshire Department of State

CERTIFICATE

I. William M. Gerdner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD COACH LINES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 28, 1955. I further certify that all foce 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: 10095

Certificate Number: 0005347973



IN TESTIMONY WHEREOF.

I bereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April A.D. 2021.

William M. Gardner

Secretary of State

CONCORD COACH LINES, INC.

CERTIFICATE OF VOTE

I, Harry W. Blunt, hereby certify that I am President of Concord Coach Lines, Inc.

I hereby certify the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on September 21, 2021 at an office of the corporation in Concord, New Hampshire, at which a quorum of the Board was present and voting.

VOTED:

That Kenneth J. Hunter, as Vice President of said corporation, is hereby authorized and empowered to execute all documents between the State of New Hampshire, and its subdivisions, and Concord Coach Lines, Inc. relating to the corporation's intercity bus service between Concord, NH and Boston, MA, and further, authorizing said officer to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

COMMESSION EAPHES 19252014

Harry W. Blunt President

Concord Coach Lines, Inc.

Huy V. Bl. A

Subscribed and sworn before me this ___

day of <u>Suprember</u> 2021.

Keises J Halo
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 11/25/2024

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FTA and 2 CFR 200 Agreement

Revised 11/10/2020

FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

Name of Recipient Agency: New Hampshire Department of Transportation (NHDOT)

Name of Subrecipient Agency: Concord Coach Lines, Inc.

Concord Coach Lines, Inc., shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances. This award includes information required by 2 CFR Part 200 as follows:

FTA award project description: (As required to be responsive to the Federal Funding Accountability and

Transparency Act (PEATA)

Amount: \$1,891,125.00 Catalog of Federal Domestic Assistance (CDFA) number: 20.507 FTA

Award Name: FTA SECTION 5307 URBANIZED AREA FORMULA

Federal Award Identification Number (FAIN): NH-2020-009 Federal Award Date: 8/7/20

Contact information for sub-awarding official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit

Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

Is this award for research and development? No NHDOT's cost rate for the federal award: N/A

Subrecipient Information:

Subrecipient Name: Concord Coach Lines, Inc.,

Subrecipient DUNS number: 018899872

Subrecipient SAM.GOV registration: 4GWU0 3/26/2020

Name of authorizing subrecipient official: Kenneth J. Hunter Title of authorizing subrecipient

official: Vice President Federal Clauses: Yes

Subrecipient Federal indirect cost rate: N/A

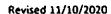
(An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in §200.414 Indirect. (F&A) costs, paragraph (f)).

Subaward Period of performance:

SFY: 2021 Start Date: TBD (based on contract approval) End Date: 6/30/22

Total amount of FTA sub-award obligated by this action (contract/amendment):

SFY: 2021 Section: 5307 Amount: \$1,891,125.00





FTA and 2 CFR 200 Agreement

Total amount of FTA sub-award committed to the subrecipient (original controct & amendments):

SFY: 2021 Section: 5307 Amount: \$1,891,125.00

Pass-through requirements:

The subrecipient, Concord Coach Lines, Inc., agrees to meet all requirement imposed by the pass-through entity (NHDOT) on the subrecipient so that the Federal award is used in accordance with Federal statues, regulations and the terms and conditions of the Federal award.

The subrecipient, Concord Coach Lines, Inc., agrees to any additional requirements that the pass-through entity (NHDOT) imposes on the subrecipient in order for the pass-through entity (NHDOT) in order for the pass-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The subrecipient, Concord Coach Lines, Inc., agrees to permit the pass-through entity (NHDOT) and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and appropriate terms and conditions concerning closeout of the subaward.

Date: September 2,22

Name of authorizing subrecipient official: Kenneth J. Hunter

Title of authorizing subrecipient official: Vice President

Signature of authorizing subrecipient official:





THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner William Cass, P.E. Assistant Commissioner

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301 Bureau of Rail and Transit January 14, 2021

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24 and 2020-25 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to enter into a sole source contract with Concord Coach Lines, Inc. (Vendor 154207), Concord, NH, for an amount not to exceed \$1,891,125.00 of Federal Transportation Administration (FTA) Section 5307 Coronavirus Aid, Relief, and Economic Security (CARES) Act funds to support daily commuter bus service between Concord, NH and Boston, MA, effective from January 1, 2021 through December 31, 2021, 100% Federal Funds.

Funding is available as follows in FY 2021, and is contingent upon the availability and continued appropriation of funds in FY 2022, with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY 2021 FY 2022

04-96-96-964010-2050 Public Transportation

103-502664 Contracts for Operational Services

\$1,512,900.00

\$378,225.00

EXPLANATION

The requested \$1,891,125.00 of FTA Section 5307 CARES Act funds will enable Concord Coach Lines, via this sale source contract, to continue providing commuter bus service and to progress in its recovery to pre-pandemic economic vitality. Following passage of the CARES Act on March 27, 2020, the FTA apportioned funding to all states to support operating, capital, and other expenses generally eligible under the FTA Section 5307 Urbanized Area Formula Grants (Section 5307) to prevent, prepare for, and respond to COVID-19. The Department's SFY 2021 approved and SFY 2022 submitted operating budgets include funds from the Section 5307 program that provides funding for operating, capital, and planning assistance for public transportation that operate in or support the Boston urbanized area.

The Department has allocated FTA Section 5307 CARES Act funding for operating assistance in SFY 2021 and 2022 to four intercity and commuter bus agencies including Boston Express, C&J Bus Lines, Concord Coach Lines, and Dartmouth Coach; these agencies suspended all service in March 2020 due to

the COVID-19 pandemic. With the exception of Boston Express' 1-93 service, all services provided by these agencies – including Concord Coach Lines' service that is the subject of this agreement – were profitable and sustained by passenger fare revenue prior to the pandemic. Combined, they provided flexible and frequent bus service between NH and the Boston urbanized area for over 1.5 million passengers annually. Additionally, these providers manage and maintain seven state-owned transit facilities/park & ride lots for public use, infrastructure valued at over \$100 million, all at minimal cost to the State. The public has come to value and rely on these transit services for commuting to work and for leisure travel, and the services provide the added environmental benefit of reducing single-occupancy vehicle usage, thus significantly reducing traffic congestion on the roadways and carbon emissions into the atmosphere. As such, FTA Section 5307 CARES Act funding will enable Concord Coach Lines to continue to provide invaluable public transportation services and to maintain the availability of state-owned bus terminals/park and ride lots for general public use.

This agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and will be on file at the Department of Transportation.

In the event that Federal Funds become unavailable, General Funds will not be requested to support this program.

The Governor approved this FAA CARES Act sole source contract on January 3, 2021 (attached).

Sincerely,

Victoria F. Sheehan Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sumunu State House Concord, NH 03301 Bureau of Rail & Transit December 22, 2020

REQUESTED ACTION

Authorize the Department of Transportation to enter into a sole source contract with Concord Coach Lines, Inc. (Vendor 154207), Concord, NH, for an amount not to exceed \$1,891,125.00 of Federal Transportation Administration (FTA) Section 5307 Coronavirus Aid, Relief, and Economic Security (CARES) Act funds to support daily commuter bus service between Concord, NH and Boston, MA, ... effective from January 1, 2021 through December 31, 2021. 100% Federal Punds.

Funding is available as follows in FY 2021, and is contingent upon the availability and continued appropriation of funds in FY 2022, with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY.2021 FY 2022

04-96-96-964010-2050

Public Transportation

103-502664 Contracts for Operational Services \$1,512,900.00 \$378,225.00

EXPLANATION

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JOHN O. MORTON BUILDING + 7 HAZEN DRIVE + P.O. BOX 483 + CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 803-271-3734 + FAX: 803-271-3814 + TDD: RELAY NH 1-800-735-2884 + INTERNET: WWW.JOHDOT.COM flexible and frequent bus service between NH and the Boston urbanized area for over 1.5 million passengers annually. Additionally, these providers manage and maintain seven state-owned transit facilities/park & ride lots for public use, infrastructure valued at over \$100 million, all at minimal cost to the State. The public has come to value and rely on these transit services for commuting to work and for leisure travel, and the services provide the added environmental benefit of reducing single-occupancy vehicle usage, thus significantly reducing traffic congestion on the roadways and carbon emissions into the atmosphere. As such, FTA Section \$307 CARES Act funding will enable Concord Coach Lines to continue to provide invaluable public transportation services and to maintain the availability of state-owned bus terminals/park and ride lots for general public use.

This agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to the Governor approval will be on file at the Department of Transportation.

In the event that Federal Funds become unavailable, General Funds will not be requested to support this program.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan

Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23 and 2020-24 and suspend the Manual of Procedures 150, V., 5., requirement.

1-3-2021

Date

Governor Christopher T. Sununu

Attachments

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

ACRESMENT

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

GENERAL PROVISIONS

		1.2 State Agency Address			
NH Department of Transportation		PO Box 483, 7 Hazon Dr., Concord, NH 03220-0483			
1.3 Contractor Name		1.4 Contractor Address			
Concord Coach Lines, Inc.		7 Langdon Street, Concord, NTI 03301			
L.S. Contractor Phone Number 603-228-3515	1.6 Account Number 04-96-96-964010-2050-103- 502664	1.7 Completion Data December 31, 2021	1.8 Price Limitation \$1,891,125.00		
9 Contracting Officer for dichelle Winters, Administr	State Agency stor, Bureau of Rell & Transit	1.10 State Agency Telephone Number 603-271-2468			
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory			
Thent for	Dec 12/2/2012				
1.13 Sinto Agency Signature		1.14 Name and Title of State Agency Signatury			
forton	Debut 2/23/2020	Patrick C. Herlihy, Director of Aeronautics, Rail and Transit			
.15 Approved by the N.H.	Department of Administration, Divis	ion of Personnel (/ applicab	W		
_		Director, On:			
By:					
	ocy Ocneral (Form, Substance and E	imation) (fapplicable)			
	•	terretion) (If applicable) On: 12/23/2020			
By: Allison B.	•	O== 12/23/2020			

Page 1 of 4

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Commetter") to perform, and the Commetter shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approved of the Governor and Becamive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties becaused, shall become effective on the date the Covernor and Executive Council approve this Agreement as indicated in block 1.18, unless so such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date"). 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become cilibrative, the State thall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Norwithstanding any provision of this Agreement to the contrary, all obligations of the State bereamder, lackeding, without limitation, the continuance of payments bereinder, are contingent upon the swellsbillty and continued appropriation of funds affected by any state or federal logislative or executive action that reduces, eliminates or otherwise medifies the appropriation or availability of funding for this Agreement and the Scope for Services provide to EXCHIBIT B, in whole or in part. In no event shall the State be liable for any payments become for in excess of such evaluable appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of each reduction or termination. The State shall not be required to trensfer funds from any other ecoount or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

S. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXCHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete.

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise psychic to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agrocment to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

4. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall accupity with all applicable statutes, tawa, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, agn, sex, handicap, actual orientation, or ostional origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNELL

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable taws.

7.3 Unless etherwise sutherized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and that! not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Page 2 of 4

A EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default beremaker ("Event of Default"):
- \$.1.1 failure to perform the Services satisfactorily or on echodule;
- 8.1.2 fallow to submit any report required beremder; and/or
- 8.1.3 failure to perform any other coverant, term or condition of this Agreement.
- 6.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or leaser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, affective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor's written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall nover be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may own to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price carned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXCHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIAL/TY/PRESERVATION.

- 10.1 As used in this Agreement, the word "data" shall mean all information and trings developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video secordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer primouts, notes, letters, memoranda, papers, and documents, all whether finished or unfaithed.
- 10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have enthority to bind the State or receive any benefits, workers' compensation or other employees.

12 ASSIGNMENT/DELECATION/SUBCONTRACTS.

- 12.1 The Contractor shall not essign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the essignment, and a written consent of the State. For purposes of this puregraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owiner of lifty percent (50%) or more of the direct or indirect owiner of lifty percent (50%) or more of the owing shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the sasets of the Contractor.
- 12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is emitted to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.
- 13. INDEMNIFICATION. Unless otherwise exempted by is we, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the oegilgence, reckless or intentional conduct. The State shall not be listile (for any-cours incurred by the Contractor arising and?) this paragraph 13. Notwithstanding the foregoing, nothing berein contained shall be debened to constitute a waiver of the covereign immunity of the State, which immunity is bereby reserved to the State. This coverent in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Commercer shall, at its sole expense, obtain and continuously maintain in force, and shall require any autocontractor or essignes to obtain and maintain in force, the following incorrect:
- 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, to amounts of our ices than \$1,000,000 per occurrence and \$2,000,000 aggregate or existent; and
- 14.1.2 special cause of less coverage form covering all property subject to subparagraph 9.2 herein, in an amount cot less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 hereis shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and insued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(a) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(a) of insurance for all renewal(a) of insurance required under this Agreement to later than ten (10) days prior to the expiration date of each insurance policy. The certificate(a) of insurance and any renewals thereof shall be strached and are incorporated herein by enformers.

15. WORKERS' COMPENSATION.

- 15:1 By signing this agreement, the Contractor agrees, conflict and warrent that the Contractor is in complicate with or exemptions, the requirements of N.H. RSA chapter 281-A / Workers Companion in).
- 15.2. To the extent the Contractor is addicat to the requirements of N.H., RSA chapter 281-A. Combiscor thall militain and require cay subcontractor or assignos to estimat and meliciain. payment of Workers Compensation in compense with activities which the person proposes to undertake personnt to this Agrogment. The Contractor shall fightish the Contracting Officer identified in block 1,9, or his or her successor, proof of Workers. Compensation in the manner described in N.H. BSA chapter 281- A and any applicable retrieval(s) thereof, which shall be attected and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or circuloyes of Contractor, which might arise under applicable State of New Hambibine Workers' Compensation laws in connection with the performance of the Services under this Agreement.

- 16. NOTICE. Any optice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, portuge propaid, in a United States Post Office endressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 17. AMENDMENT. This Agreement may be smended, waived or discharged only by an improment in writing signed by the parties better and only, after approval of spech amendment, where or distincte by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstapping pursuant to State tally, rule or policy.
- 18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State; of New Hampshire, and is blading upon and interpreted benefit of the parties and their respective encourages and entiges. The wording state in this Agreement is the wording chosen by the picture of express their manufalliment, and no ratio of construction stind be applied against or in favor of sity party. Any actions arising out of this Agreement shall be brought and paratheticalliments of the brought and parathetical like Hampshire Superior. Court which shall have exclusive jurisdiction theoret.
- 19. CONTLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXCHIBIT A) end/or emachments and amendment thereof, the terms of the P-37 (as modified in EXCHIBIT A) shall control.
- 20. TRIRD PARTIES. The parties bernto do not intend to beautif any third parties and this Agroement shall not be construed to confer any such benefit.
- 11. HEADINGS. The heatings throughout the Agreement are for reference purposes only, and the wordst complaint therein this!! in on way be held to explain, modify, amplify or aid in the improvation, construction or meaning of the providers of this Agreement.
- 23. SPECIAL PROVISIONS. Additional or modifying provisions are forth in the attached EXHIBIT A are incorporated bords by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE ACREÉMENT. This Agrochical, which may be excound in a simbler of countriports, each; of which digit be doctried to original, considered the busine agromment and understanding between the parties; and supercoles all prior agreements and understandings with respect to the mobile matter between

Page 4 of 4

CONCORD COACH LINES, INC.

EXHIBITS TO CONTRACT

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

Unified Protective Arrangement

Fodoral Clauses and Cartifications

FTA and 2 CFR Part 200 Agreement

Contractor Schodule effective October 1, 2020

CONCORD COACH LINES, INC.

EXHIBIT A

SPECIAL PROVISIONS

- A.1. Amond P-37 Section 2. "SERVICES TO BE PERFORMED" by adding the following:
 - 2.1 The Contractor may change services only with the prior written agreement of the State and in accordance with applicable Federal Transit Administration (FTA) requirements.
- A.2. Amond P-37 Section 5. "CONTRACT PRICE/PRICE LIMITATION/PAYMENT" by adding the following:
 - 5.5 The amount paid by the State to the Contractor shall be 100% of allowable operating expenses less fare revenue plus 100% of allowable administrative and capital costs. The Contractor shall provide and document the availability of local funds sufficient to meet the project cost in excess of the Contract Price Limitation.
 - 5.6 The Contractor shall submit a request for payment to the State on a form specified by the State on a monthly or quarterly basis. Such requests for payment shall be properly completed and signed. Requests for payments must be for allowable costs only as defined in 2 CFR Part 200. No requests for advance payment will be secepted by the State.
 - 5.7 Upon receipt of the request for payment, the State shall review the request to determine the allowability of costs. In connection with this review, the State may domand production of (and the Contractor shall produce) and inspect my documents and recents described in Section 5.
 - 5.8 Within 30 days of receipt of the request for payment and other documents and records required by the State, the State shall determine the allowability of costs and the amount due and owing to the Contractor and shall pay said amount, subject to other provisions of this Agreement. Contract reimbursements shall not exceed 75% of the total contract amount in any given quarter.
 - 5.9 Final Psyment. Setisfactory acceptance by the State and FTA of all reports required by this Agreement is a condition precedent to final payment-(i.e., payment for the last month or portion thereof of this Agreement). All reports will be prepared to the satisfaction of the State and Federal Transit Administration (FTA). The final payment may be retained and withheld pending receipt and satisfactory acceptance of all reports required by this Agreement and resolution of all pending matters.
 - 5.10 Should other funding become available to the Contractor for services related to this Agreement, the State reserves the right, at its discretion and after consultation with the Contractor, to reduce the overall contract amount, and/or to adjust the "cost-per-revenue-mile" reimbursement rate, and/or to require repayment up to an amount equal to the other funding received by the Contractor.
- A.3. Amend P-37 Section 6. "COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY" by adding the following:

- 6.4 The Contractor shall post in conspicuous places, available to comployees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 6.5 The Contractor shall state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, color, ago, creed, sex or national origin.
- 6.6 The provisions of 2 CFR 200 shall apply to local administration of this agreement and any subcontracts under this agreement.
- A.4. Amend P-37 Section 9. "TERMINATION" by adding the following:
 - 9.3 The termination report must be accepted by the State and the Federal Transit Administration (PTA) prior to final payment.
 - 9.4 Termination; Liability. In the event of termination under Section 4 or 9.5 of this Agreement, the acceptance of a termination report by the State shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by the State as a result of the Contractor's breach of its obligations becounder, including refund of any federal funds required by FTA.
 - 9.4 Completion of Services; Psymont of Price. Excepting those obligations of the Contractor which, by the terms of this Agreement, do not expire on the Completion Date, upon the completion of the Services and upon psymont of the Contract Price, this Agreement, and all obligations of the parties hereunder, shall cease and shall be without recourse to the parties herein.
 - 9.5 Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Contractor herounder, the Contractor may terminate this Agreement without cause upon thirty (30) days written notice.
- A.S. Amond P-37 Section 10. "DATA/ACCESS/CONFIDENTIALITY/PRESERVATION" by edding the following:
 - 10.4 The following restrictions apply to all subject data first produced in the performance of this agreement:
 - a) Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the State, until such time as the PTA may have either released or approved the release of such data to the public.
 - b) As authorized by 2 CFR 200, the FTA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a grant, cooperative agreement, sub-grant, or third party contract, irrespective of whether a copyright has been obtained; and any rights of copyright to which a recipient, sub-recipient, or third party contractor purchases ownership with Federal assistance.
 - 10.5 It is PTA's intent to increase the body of mass transportation knowledge. Therefore, the Contractor understands and agrees that in addition to the rights act forth in 10.4 (b) above, PTA may make available to any recipiont, subgrantee, contractor or subcontractor its license in the copyright to the date derived under this Agreement or a copy of the data first produced under

this Agreement.

- 10.6 The Contractor shall indemnify, save and hold harmless the State and United States, their officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation of the proprietary rights, copyrights, or right of grivecy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.
- 10.7 Nothing contained in this clause shall imply a license to the United States under any patent or be construed as affecting the scope of any llocuse or other right otherwise granted to the United States under any patent.
- 10.8 Sections 10.4, 10.5, and 10.6 above are not applicable to material furnished to the Contractor by the State or United States and incorporated in the work furnished under the agreement; provided that such incorporated material is identified by the Contractor at the time of delivery of such work.
- 10.9 In the event that the project is not completed for any reason, all data developed under that project shall become subject Data as defined in Section 9.1 and shall be delivered as the State or FTA may direct.
- A.6. Amend P-37 Section 12. "ASSIGNMENTS/DELEGATION/SUBCONTRACTS" by adding the following:
 - 12.1 The Contractor shall cause the provisions of this contract to be inserted in all subcontracts for any work covered by this Agreement so that the provisions will be binding on each subcontractor; provided, however, that the foregoing provisions shall not apply to subcontractors for standard commercial supplies or rew materials. The Contractor shall take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. The Contractor shall ensure that any subcontractor has obtained all licenses, permits or approvals required for the performance of contract services.
- A.7. Amond P-37 Section 14. "INSURANCE" by adding the following:
 - 14.1.1.a. The State of New Hampshire, Department of Transportation has accepted the General Liability insurance of \$5,000,000 per occurrence, \$5,000,000 General Aggregate for Concord Coach Lines, Inc. in fulfillment of the requirements of Section 14.1.1 General Liability Insurance of the P-37 form.
- A.S. Amond P-37 by adding "DEFINITIONS" as Section 25:
 - 25. DEFINITIONS

ALLOWABLE COSTS: Costs that are incurred in the performance of the Services described in Exhibit A and which satisfy the requirements of 2 CFR 200.

FTA: U.S. Department of Transportation, Federal Transit Administration

PROJECT APPLICATION: The narrative, charts, figures and/or maps submitted to the State detailing the scope of the public transportation program of the Contract as modified and approved by the State.

REVENUE: Fares from individuals or other direct income for the public transportation services being provided by the Contractor. Revenues also include funds from contracts, purchase of service agreement, and excess matching funds that directly benefit the transportation service.

SECTION 5311: Section 5311 of the Pederal Transit Act of 1964, as amended.

STATE: The State of New Hampshire, ecting through the Department of Transportation, Bureau of Rail and Transit.

- A.9. Amond P.37 by adding "ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS" is Section 26:
 - 26.1 Ledgers. Contractor and/or subcontractor shall establish and maintain ledger sheets for each budget estagory. Entries shall be made and shall reflect the financial activities of the Contractor. The ledger sheet must be in a form approved by the State. The ledger will indicate the funds remaining in each line item of the Contract Budget at the beginning of each menth. Entries shall be made on a running basis and carried over to the following month; that is, figures will be brought forward cumulatively. At the State's discretion, the Contractor shall also propers and submit to the State's profit and loss statement quarterly if such information is dot provided with invoices.
 - 26.2 Accounts Receivable. Contractor and/or subcontractor shall deposit all revenue in an interest-bearing account with a banking institution in this State. Contractor shall prepare and maintain receipt woochers for all revenue. Immediately upon receipt, Contractor and/or subcontractor shall credit all revenue to the appropriate receipt account. Contractor and/or subcontractor shall extablish and maintain an Accounts Receivable Ledger. The receipt number appearing in the Ledger shall correspond to the receipt woucher number. A receipt woucher must be completed on a form approved by the State and shall identify each component of every deposit. All appropriate supporting documents for each deposit shall be attached to the receipt woucher.
 - 26.3 Psysbles. Contractor and/or subcontractor shall propere vouchers to document all expenditures of funds. The voucher shall include the following information and shall be prepared on a form approved by the State: The Division and account numbers from which the funds will be drawn, the date of expenditure, a voucher number running in sequence, and any appropriate comments supporting the expenditure of funds (e.g., invoices and payroll vouchers). All invoices received by the Contractor shall be checked for accuracy and allowability. Each invoice must be approved for payment by the Contract Manager or designee. Immediately upon payment, Contractor and/or subcontractor shall make entries to the appropriate ledger shocts documenting payment. (Each subcontractor shall identify a Contract Manager).
 - 26.4 Voucher and Receipt Register. Contractor and/or subcontractor shall establish and maintain two registers that will contain a running total of all payable receipt vouchers. The registers will provide a summary of woucher or receipt numbers, amount and purpose of action. No self-designated abbreviations are to be used.
- 26.5 Check Register. Contractor and/or subcontractor shall maintain a check register. This register is also considered a book of original entry, and is posted to the ledger immediately.
- 26.6 Time Speet, Taxes, and Benefits. Contractor and/or subcontractor shall require each of its employees to: 1) submit weekly time reports designating work performed and time spent on such work, or 2) be included in an indirect cost allocation plan approved by the cognizant Federal agency. The contractor shall summarize time reports by task and apply employees.

rates of pay to the hours worked. The Contract Manager shall review completed and signed time reports, and cause them to be posted to the appropriate category in the general ledger. The Contractor shall maintain records of employee payroll and benefits and shall post this information to the appropriate category in the general ledger. The Contract Manager shall ensure that all payments are on a timely basis.

- 26.7 Reimbursements. Prior to the fifteenth day of each month, the Contractor shall submit a description of Contract activities, in a format as required by the State. Should the Contractor show a profit for any month, the Contractor shall apply the amount of profit against subsequent reimbursement requests. The Contractor shall agree to provide information in addition to the monthly narrative at such times and in such manner as the State may require, and to prepare any reports which may be requested by the State including but not limited to a final or termination report if operations occase.
- 26.8 Maintenance of Records. The Contractor shall keep and maintain the records, documents, and accounts described herein for a period of three years after the FTA grant is closed. The Contractor shall maintain, and make available to the State and FTA, records relating to complaints and comments received from the public. In the event the State disputes the Contractor's operations or records as submitted for payment or otherwise, final resolution shall rest with the State.
- 26.9 Audits and Inspections. Between the Effective Date and the Completion Date, and for a period of three (3) years after the PTA grant is closed or the date of resolution of all matters relating to this Agreement, whichever is later, at any time during the Contractor's normal business hours, and as often as the State or FTA may demand, the Contractor shall make available to the State and FTA or their designees all records pertaining to matters covered by this Agreement. The Contractor shall permit the State and FTA to sudit, examine, and reproduce such records, and to make sudits of all contracts, invoices, materials, psyrolls, records of personnel, Data (as defined in P-37 section 9.1) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Contractor in 1.3 of P-37.
- 26.10 Independent Audit. The Contractor shall submit one and t done by one Certified Public Accountant (CPA) for the entire project, or, as the State may require, for any part of the project upon demand. Monies required for payment of the sudit shall be set aside in the Contract Budget for that specific purpose.
 - 26.10.1 In the event the sudit reveals that monice are due and owing to the State from the Contractor, for whatever reasons, the Contractor shall pay to the State such sums within thirty (30) days of the sudit date.
- 26.11 Reporting. As applicable, the Contractor shall submit quarterly performance, drug and alcohol, and charter activity reports within 30 days of the end of each quarter and shall submit any forms, information or reports required by the State to complete the FTA's National Transit Database (NTD) reporting. In addition, the Contractor shall provide ridership data as requested by the State.
- A.10. Amend P-J7 by adding "PROJECT EQUIPMENT AND REAL PROPERTY" as Section 27:
 - 27. PROJECT EQUIPMENT AND REAL PROPERTY. The following terms and conditions apply to all equipment and real property purchased in whole or in part with funds provided through this or other Agreements between the State and the Contractor:

- a: All procurements shall be made in accordance with 2 CFR 200 and FTA Circular 4220.1P and future amendments, and with Buy America requirements, 49 CFR Part 660.
- b. All other equipment with a cost in excess of five hundred (\$500) per unit shall be purchased by the Contractor subject to the prior approval of the State.
- o. If applicable, title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicles pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicles at the time of purchase and shall take all steps necessary to protect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicles on the motor vehicle titles.
- d. In the event that this agreement is terminated, all project equipment and property paid for in . whole or in part with FTA funds becomes the property of the State and it is understood and agreed that legal title to such equipment shall be transferred to the State as soon as feasible. Project equipment will be disposed of in accordance with FTA Circular 9040.1G, or most recent, and the State Management Plan.
- A.11. Amend P-37 by adding "EQUIPMENT CERTIFICATION" at section 28:
 - 28. BQUIPMENT CERTIFICATION. As applicable, the Contractor shall maintain a current inventory listing of all nonexpendable property involved in this Agreement that were paid for in whole or in part with PTA funds. The Contractor shall submit to the State a certification that the equipment is still being used in accordance with the terms of the Agreement. The inventory listing and equipment certification shall be supplied to the State within 30 days of written request.
- A.12. Amend P-37 by adding "BOUIPMENT MAINTENANCE" as section 29:
 - 29. BQUIPMENT MAINTENANCE. Contractor shall be responsible for the maintenance and repair of all equipment used in the service described in Exhibit D, project equipment. Contractor shall maintain all such equipment at a high level of cleanliness, asfety, and mechanical coundness. The contractor shall certify that a proper maintenance plan that meets or exceeds the original equipment manufacturer's preventive maintenance guidelines is followed. Vehicle maintenance plans must be approved by the Board of Directors. All maintenance, repair and physical improvement activities on equipment shall be conducted by the Contractor and at a location specified by the Contractor. The Contractor shall notify the State of any changes in this location. The Contractor further agrees to maintain, repair, or make any physical improvement to equipment as requested by the State. The State, PTA and/or their designors shall have the right to conduct periodic impections for the purpose of confirming proper maintenance and repair.
- A.13. Amond P-37 by adding "REPAIR RECORDS AND REPORTS" as section 30:
 - REPAIR RECORDS AND REPORTS. The Contractor shall maintain a complete and up to
 date record of all motor vehicle repairs, and shall make such records available to the State and
 FTA upon request.
- A.14. Amend P-37 by adding "VEHICLE STORAGE" as soction 31:

31. VEHICLE STORAGE. With respect to any motor vehicles purchased in whole or part under this Agreement, or maintained under this Agreement, the Contractor shall park or garage each vehicle so as to ensure maximum available protection and safety for each vehicle. The Contractor shall also ensure that each vehicle will be parked or garaged in such a manner that its daily operations are not impaired or curtailed by conditions of weather or any other circumstances. The Contractor shall notify the State of the location of the garaging site and any relocation.

A.15. Amond P-37 by adding "TRAINING AND DRIVER REVIEW" as section 32:

32. TRAINING AND DRIVER REVIEW. The State may require participation in training courses determined to be executed to PTA program management in this contract period and may require participation in such training programs as it doesns necessary by drivers and other employees involved in the transportation of the public. Training may include defensive driving, passenger assistance, emergency procedures and periodic refresher training every three (3) years. The Contractor agrees that the State shall have the right to review the performance of all drivers who are employed in connection with this Agreement, and to disallow the use of any driver whose performance as a driver is determined to be unsatisfactory by the State.

A.16. Amend P-37 by adding "SAFETY REQUIREMENTS" as section 33:

33. SAFETY REQUIREMENTS. All project equipment shall be inspected and certified by the Department of Safety, and shall meet all applicable Federal Motor Vehicle Safety Standards and Federal Motor Carrier Safety Regulations as required by the United States Department of Transportation, and by the New Hampshire Department of Safety under RSA 266:72-a, in the purchase and operation of all project equipment.

The Contractor shall provide the State with full and prompt written notification of any accident involving any vehicle used in its services. In addition, the Contractor shall be responsible to report any excident in compliance with State law.

The Contractor shall submit to the State by February 15 of each year a report covering the previous year (Jamusry 1 through December 31), summarizing the results of its alcohol misuse prevention and anti-drug programs on PTA approved forms. This shall be in compliance with 49 CFR Part 655.

A.17. Amend P-37 by adding "SERVICE LIMITATIONS" as section 34:

34. SERVICE LIMITATIONS. If applicable, based on the Contractor's utilization of any FTA-funded vehicles, the Contractor shall not engage in the provision of transportation services other than those described in Exhibit A, or outside the service area described in Exhibit A, without the written consent of the State and without obtaining the appropriate operating authority. The Contractor shall not engage in charter or school bus operations except as permitted by 49 CFR Parts 604 and 605, respectively.

A.1B. Amend P-37 by adding "CONTRACTOR REPRESENTATIONS" as section 35:

35. CONTRACTOR REPRESENTATIONS. Contractor warrants that with respect to the Services to be performed, it has obtained all licenses, permits, or approvals which are required by any law, order or regulation of any authority, state or federal, or which may be necessary for the performance of the Services hereunder. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform such Services, and shall be properly licensed and authorized to perform such Services under all applicable laws.

A.19. Amend P-37 by adding "LABOR PROVISIONS" as section 36:

36. LABOR PROVISIONS. The Contractor agrees to adhere to the terms and conditions of the Unified Protective Arrangement, Section 533(b) of 49 USC 53 or as amended, incorporated herein for the protection of the employees of any employer providing transportation services assisted by this Agreement, and the employees of any other surface transportation providers in the transportation service area identified in Exhibit A.

A.20. Amend P-37 by adding "PATENT RIGHTS" as section 37:

37. PATENT RIGHTS. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Contract, which invention, improvement or discovery may be patentable under the laws of the United States or any foreign country, the Contractor shall immediately notify the State and provide a detailed report. The rights and responsibilities of the Contractor and the State with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

A.21. Amond P-37 by adding "BROKERAGE REPRESENTATION" as section 38:

38. BROKERACE REPRESENTATION. The Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solicly for the Contractor, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than a bona-fide employee working solely for the Contractor, any fee, commission, persontage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, brokerage fee, gift, or contingent fee.

A.22. Amond P-37 by adding "FTA FLOW DOWN REQUIREMENT" as section 39:

39. FTA FLOW DOWN REQUIREMENT. The Contractor shall give the State Contract Administrator immediate written notification of any legal action or suit filed related in any way to the Contractor that may affect or result from the performance of duties under this Agreement as set forth in Section 39(b) Flow Down Requirement of the Federal Transit Administration's Master Agreement.

CONCORD COACH LINES, INC.

EXHIBIT B

SCOPE OF SERVICES

The Contractor, Concord Coach Lines, Inc., shall provide the following ADA-accessible transit acrylox(s):

- Intercity bus service between Concord, NH and Boston, MA as detailed in the Contractor's request
 for FTA CARES Act funding assistance which is on file at the Department of Transportation
 (hereinefter the "Department"). The Contractor agrees to provide the FTA-cligible commuter
 services as listed in the Contractor Schedule included in this Agreement unless medified per this
 Agreement.
 - a. The Contractor shall not change, add, or delete any route or make any fare, service or operating schedule adjustments without the prior written agreement of the Commissioner of the Department of Transportation or the Commissioner's designes (hereinafter the "Commissioner"). The Contractor shall provide a written request to the Department at least 30 days prior to the effective date of any such proposed adjustments.
 - i. Exceptions would include adjustments to routes or achedules to address the transportation needs during the COVID-19 pandomic, with said pandomic-related adjustments requiring seven (7) days' notice, or in an emergency situation. In an emergency situation, the Contractor shall implement necessary adjustments and shall notify the Department on fator than the next working day following the day of such changes. Such emergency-related changes shall be valid for five (5) days; thereafter, the written approval of the Commissioner shall be required.
 - b. The Commissioner may require the Contractor to provide additional transportation services or to reduce transportation services provided under this contract. Any alterations to such transportation services shall be submitted in writing by the Commissioner to the Contractor. The Contractor shall implement the alterations within thirty (30) days unless a different timeframe is agreed to in writing by the Commissioner and the Contractor.

CONCORD COACH LINES, INC.

EXHIBIT C

BUDGET

The contract price, as defined in Section 1.8 of the Ocneral Provisions, is the PTA Section 5307
Boston Urbanized portions of the eligible project costs. Federal funds are granted as follows:

PTA CARRS ACT FUNDS	5FY 2021	5FY 2022	TOTAL
SECTION 5307 BOSTON URBANIZED AREA	\$1,512,900.00	\$378,225.00	\$1,891,125.00

- II. Budget revisions may be made with written approval of the Commissioner. As applicable, budget revisions may only request the transfer of funds within a category or between categories with the same matching ratio.
- III. The Contractor may seek reimburacement for eligible expenses histed in the budget and detail-of-cost form provided by the Department, with the exception of funds specifically reserved, if any, and identified in "Specifically Programmed Funds" per Exhibit A, Special Provisions.
 Reimburacement will be on a "cost-per-mile" basis and will be based on eligible costs per 2 CFR 200 only, and shall allow for net operating expenses associated with privately-owned terminal and parking facilities utilized for these contracted services. Any modifications to reimburacement methodology requires written approved of the Commissioner in advance. Any service adjustments per Exhibit B may result in a reimburacement re-calculation at Department's discretion.
- IV. The Contractor may sock reimbursement for depreciation of revenue vehicles used in FTA-subsidized service in accordance with the straight-line depreciation rate approved by the Commissioner. Depreciation "cost-per-culle" determination shall be based on number of revenue vehicles and spare revenue vehicles required to perform these contracted services. Upon the mutual agreement of the Commissioner and the Contractor, the Contractor shall provide documentation and reports relative to depreciation expenses and the Commissioner may impose restrictions related to the expenditure of funds related to depreciation reimbursements. Reimbursement for vehicle depreciation will be on a "cost-per-revenue-mile" basis unless otherwise approved in advance in writing by the Department.
- V. At the sole discretion of the Commissioner, the Contractor may carry forward any unexpended portion of the federal funds included in the Contract Price to a subsequent contract, if any, between the Department and the Contractor.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Cerciner, Secretary of State of the State of New Hampshire, do hearby certify that CCRCCORD COACH LINES, DNC, is a New Hampshire Front Corporation registered to transact business in New Hampshire on March 23, 1915. I further certify that all these and decomment required by the Secretary of State's office have been received and is in good standing as the estimation is concerned.

Bushaci ID: 10095

Cartificate Number: 0004983440



IN TESTIMONY WHEREOF,
I haven not my hand and come to be efficient
the Scal of the State of New Hampshire,
this New Advanced A D. 2000.

William M. Ourdoo Becretary of State

CONCORD COACH LINES, INC.

CERTIFICATE OF VOTE

I, Harry W. Blunt, hereby certify that I am President of Concord Coach Lines, Inc.

I hereby certify the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on December 18, 2020 at an office of the corporation in Concord, New Hampshire, at which a quorum of the Board was present and voting.

VOTED:

That Kenneth J. Hunter, as Vice President of said corporation, is hereby authorized and empowered to execute all documents between the State of New Hampshire; and its subdivisions, and Concord Coach Lines, Inc. relating to the corporation's intercity bus service. Further, authorizing said officer to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

CUMMISSION W EXPORES MISSION D

Harry W. Blunt

President

Concord Coach Lines, Inc.

Subscribed and aworn before me this day of December 2020.

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Katees J Hote NOTARY PUBLIC State of New Hampshire My Commission Expires 11/25/2024

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UNIFIED PROTECTIVE ARRANGEMENT

For Application to Capital and Operating Assistance Projects
PURSUANT TO SECTION 5333(b) OF
TITLE 49 OF THE U.S. CODE, CHAPTER 53
Innumy 1, 2011

The following language shall be made part of the Department of Transportation's contract of assistance with the Grantee, by reference;

The terms and conditions set forth below shall apply for the protection of the transportation related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee to any additional Recipient under the grant, the Grantee shall incorporate this arrangement into the contract of assistance between the Grantee and the Recipient, by reference, binding the Recipient to these errangements.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by reference in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third-party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance, pursuant to the Department's certification, between the Grantee and any Recipiert. Employees may assert claims through their representative with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service erea," as used herein, includes the geographic erea over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, refers to any tabor organization representing employees providing public transportation services in the service area of a Project assisted under the grant, including both employees of the Recipient and employees of other public transportation providers. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of

another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

- (3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having aiready retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable taw or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be doesned to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.
- (4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union society and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.
- The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.
- (5)(a) The Recipient shall provide to all affected employees staty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mall through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.
- (S)(b) The procedures of this subparagraph shall apply to cases where notices, provided under subparagraph S(a), Involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, fellilles or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision has been rendered pursuant to the dispute resolution procedures in accordance with paragraph (15) of this arrangement, or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.
- (S)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final dispute resolution determination is rendered pursuant to subparagraph (b), any involved party may

immediately submit that issue to the dispute resolution process under paragraph (15) of this arrangement. In any such dispute resolution procedure, the neutral shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such dispute resolution process, that the intended action is a trackage rights, lesse proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Redpient falls to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such dispute resolution procedure, the time period within which the parties are to respond to the list of potential neutrals submitted by the American Arbitration Association shall be five (S) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, and the award of the neutral shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days if post hearing briefs are submitted by either party. The intended change shall not be instituted during the pendency of any dispute resolution proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final dispute resolution determination rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final dispute resolution determination shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final decision pursuant to subparagraph (b).

(6)(a) Whenever an employee retained in service, receiled to service, or employed by the Recipient pursuant to peragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid to each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect-subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantzes, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including oost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less

compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is taid off or otherwise deprived of employment as a result of the Project; in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid to each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's tenath of service

Prior to advance effect
1 day to 6 years
6 years or more

Period of protection equivalent period 6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Redplent informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

- (7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer, after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.
- (7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.
- (7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.
- (7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.
- (7)(i) A dismissed employee receiving a dismissel allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final and binding dispute resolution determination rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.
- (B) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as If the employee were continuing to perform services in his/her former position.
- (9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.
- (10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Ratiroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the

same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

- (11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is tater restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including Dving expenses for the employee and the employee is immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time theresiter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advence between the Recipient and the affected employee or the employee's representatives.
- (11)(b) If any such employee is laid off-within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.
- (11)(c) No daim for reimbursement shall be paid under the provisions of this paragraph unless such daim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.
- (11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locally from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is said by the employee to any other person and to reimburse the selber for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall releve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

- (12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.
- (12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her

union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and falling such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues relact in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of sentority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and further from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also further from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Sendon	Separation Allowance				
1 year and less than 2 years	3 months' pay				
7 3 .	6				
3 5 -	9••				
5**** 10 *	12 * *				
10** * 15 *	12 * *				
15 ** over	12 * *				

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime; but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee tast acquired an employment status with the employee carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

- (13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.
- (14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.
 - (15) Any dispute, claim, or grievence arising from or relating to the interpretation, application or enforcement of the provisions of this enrangement, not otherwise governed by paragraph 12(c) of this enrangement, the Labor-Management Relations Act, as amended, the Rathway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient(s) and the Union(s), which cannot be actived by the parties thereto within thirty (30) days after the dispute or controversy arises, may be submitted at the written request of the Recipient(s) or the Union(s) in accordance with a final and binding resolution procedure mutually acceptable to the parties. Falling agreement within ten (10) days on the selection of such a procedure, any party to the dispute may request the American Arbitration Association to furnish an arbitrator and administer a final and binding arbitration under its Labor Arbitration Rules. The parties further agree to accept the arbitrator's award as final and binding.

The compensation and expenses of the neutral arbitratur, and any other jointly incurred expenses, shall be bonne equally by the Union(s) and Recipient(s), and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the employee's obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Racipient to prove that factors other than the Project affected the employee. The claiming employee shall provail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected, as a result of the project, may file a written claim through his/her. Union representative with the Recipient within stoty (60) days of the date the employee is terminated or laid off as a result of the Project, or within elution (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless the claim is filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claims.

The Recipient will fully honor the claim, making appropriate payments, or will give written-notice to the claimant and his/her representative of the basis for denying or modifying such claim, giving reasons therefore. In the event the Recipient falls to honor such claim, the linion may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the recipit of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or destrable to obtain from any third party such additional factual materials as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed in accordance with the final and binding resolution procedures described in paragraph (15).

(17) Nothing in this snangement shall be construed as deprhing any employee of any rights or benefits which such completes; such employee may have under existing employment or collective bargaining agreements or otherwise; browded that there are a provided that there are a provided that there are a provided that the construed to include the conditions, responsibilities, and obligations ander this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying auch benefit. This arrangement shall not be deemed a waiver of any rights derived from any accompanying auch benefit. This arrangement shall not be deemed a waiver of any rights derived from any accompanying and benefit and four items.

writing, be granted priority of employees a demissal employee shalf, if the employees as requests, in writing, be granted priority of employees are recomployment to fill any vacent position within the jurisdiction and control of the Recipient researchy comparable to that which the employee lets when dismissed, including those in the employment of any entity bound by this arrangement purasent to paragraph (21) hereof, for which the employees is, or by tatining or retraining or the second theorem, and the event and complete, not, however, in contravention of employee in the tested thereto. In the event and complete requests auch training or retraining retraining or retraining retraining or retraining retraini

As between employees who request employment pursuant to this paragraph, the following order where

employee shall, effective at the expiration of such ten-day period, forfelt all rights and benefits under this

Andreagneric

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based

upon their service in that arait or class, as shown on the appropriate seriority roster, shall prevail over jurior employees;

(c) As between employees not having sentority in the creft or dats of the vacancy, the sentor employees, based upon their service in the crefts or classes in which they do have sentority as shown on the appropriate sentority resters, shall prevail over jurior employees.

morehead federal assessmone under the Federal Transa latitute and that agreed to comply with the provisions of

(19) The Redplent will post, in a prominent and accessible piace, a notice stating that the Redplent has

49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions act forth herein for the protection of employees. The Redpient shall maintain and lesso on file all relevant books and records in enforcement detail as to provide the basic information necessary to the proper application, administration, and enforcement of this amangement and to the proper determination of any claims arising thereunder.
(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of existing the foderal government and the Grantee and Enhancement and the Grantee and between the Grantee and any fectabent: provided, however, that this anangement shall not mente into the heavest the Grantees and any fectabent: provided, however, that this anangement shall not mente into the heavest the Grantee and any fectabent:

shall be made part of the combact of acsistance between the federal government and the Grantze and the between the federal government and the Grantze and between the Grantze and any Recipient; provided, however, that this arrangement shall not merge into the parties thereto, contract of acsistance, but shall be independently binding and entipreable by any covered employee or his/her representative, in accordance with its terms, not shall any other employee protectives may be independently binding and employee protectives are merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(2.1) This anangement shall be binding upon the successors and assigns of the parties herein, and no provisions, items, or obligations herein contained shall be effected, modified, aftered, or changed in any provisions, terms.

respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree in writing. Transit employees in the service area of the project are third-party beneficiaries to the terms of this protective arrangement, as incompracted by reference in the contractual agreement.

- (22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or purition thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or local law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer end/or any applicable collective bargaining agreements.
- (23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.
- (24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under federal, statu, or local law, in the context of a particular Project, the remaining provisions of this arrangement shell not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or reflef.
- (25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its work force(s) in antidpation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Last Updated: 5-12-17

Concord Coach

Operations & Management

\$ 1,891,125

Sole Seurce

pansybennett
paula.bennett@dot.nh.gov

New Hampshire DOT 7 Hazen Dr Concord, New Hampshire 03301 (603) 271-3734

https://www.nh.gov/dnt/

Fodoral Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all thre to retain, complete and readily econstable records retaind in whole or in past to the contract, including, but not timbed to, data, documents, reports, stabilities, sub-Contracts, its seas, subcontracts, arrangements, other thiol party Contracts of any type, and supporting materials related to those records.
- b, Retrotion Period. The Contractor agrees to comply with the record retraction requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall institute all books, records, accounts and reports required under this Contract for a puriod of all not less then three (3) years other the date of lemination or expection of this Contract, accounts in the seast of Eligation or settlement of claims which the performance of this Contract, in which case records shall be restricted small the Eligation of all such Eligation, appeals, claims or exceptions achieved therein.
- c. Access to Records. The Contractor agrees to provide sufficient eccess to FTA and its contractors to Inspect and audit records and Information related to performance of this contract as reasonably may be required.
- 4. Access to the Size of Performance. The Contractor egieve to permit PTA and its contractors occurs to the elies of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACTIADA)

The contractor agrees to comply with the requirements of 40 U.S.C. § 8301 (d), which states the Federal policy that the etiterly and persons with disabilities have the same sight as other persons to use mass transportation service and building, and that special attents shall be made in planning those services and tradities to implement that policy. The contractor also agrees to comply with all applicable requirements of section BD4 of the Association Act of 1973, as amended, 32 U.S.C. § 784, which prohibits discribedion on the bash of heridospa, with the Americans with Obstations Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 of eact, which requires that constable brilling any extrement amendments to that Act, and with the Architectural Berliers act of 1955, as amended, 42 U.S.C. §§ 4151 of eact, and with the Architectural Berliers act of 1955, as amended, 42 U.S.C. §§ 4151 of eact, which requires that buildings and public accommodations to excessible to person with disabilities, including any subsequent amendments to brind Act, to addition, the contractor agrees to comply with any and ad applicable requirements beautifully that may apply to the Project.

BYRD ANTI-LOSSYING AMENDMENT

Contractors who apply or bid for an ewerd of \$100,000 or more shall be the required contribution. Each for contribut to the for above that it will not and has not used Federal appropriated funds to pay any person or organization for influending or extempting to influence an officer or employee of any agracty, a member of Congress, officer or employee of Congress, or an employee of a momber of Congress in connection with obtaining any Federal contract, grant, or any other sensed consend by 31 U.S.C. § 1352. Each the shall also disclose any intolying with non-Federal funds that basis place in connection with obtaining any Federal senset. Each disclosures are fundamentally to the Agrancy.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 6323(d), 6323(d), e323(d), end 49 C.F.R. part 804, which provides that Recipionits and automorphisms of FTÁ estatusions are provided dimensional providing charter convice using badently funded equipment or bacilias if them is at least one privide charter operator willing and also to provide the central, county to permitted under 1. Federal brand buy, specifically 49 U.J.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 804; 3. Any other beload Charter Service regulations; or 4. Federal publication, county as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective manages on its Trees corrective manages and remedias may include: 1. Earning it or any subcontractor operating public transportation under its Assert that has provided prohibited charter services from receiving federal assistance on provided prohibited charter services from receiving seasons from FTA; 2. Withholding an amount of indeed assistance on provided by Appendix D to part 60% of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the existance of this clause in each cubcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The thibusing Federal CMI Rigids issue and requisitions apply to all contracts.

- 4 Federal Equal Engloyment Opportunity (EEO) Requirements. These Indians, but are not finited to:
- aj Nondbostróxidos in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Checker 53, prohibits discrimination on the basis of reco. color, religios, national origin, ear (including second adortation and gondor blankly), discribly, or aga, and prohibits discrimination in employment or business apportunity.
- b) Profesion equirat Employment Chodminston. Title VII of the CMI Rights Act of 1904, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, eax, or nethods often.
- 2 Nondescrimination on the Basis of Sax. Title DC of the Education Amendments of 1972, as amended, 20 U.S.C. § 1881 at eac, and implementing Federal regulations, "Hondiscrimination on the Basis of Sax in Education Programs or Activities Receiving Federal Financial Assistance," 48 C.F.R. part 25 project discrimination on the basis of eac.
- 2 Mandacrimination on the Basis of Age. The "Age Obstitutation Act of 1976," as amended, 42 U.S.C. § \$101 at equ., and Department of Heath and Human Services Implementing regulations, "Handacrimination on the Basis of Age in Progresse or Activities Receiving Federal Phendul Assistance," 45 C.F.R. part 90, profess discrimination by purificants in isobertary assisted progress against individuals on the basis of age. The Age Obstitutionals is Employment Act (ADEA), 28 U.S.C. § 821 et eq., and Equal Employment Opportunity Commission (EEOC) Implementing seguistions, "Age Obstitutionals in Employment Act," 29 C.F.R. part 1923, date profess employment discrimination against brokkings age 40 and ever on the basis of age.
- 4 Federal Protections for Individuate with Disabilities. The Americans with Disabilities Act of 1990, as americal (ADA), 42 U.S.C. § 12101 of enq.,

prohibits discrimination against qualified included with discribibits in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities and or Titles (, II, III, IV, and V of the ADA in employment, public services, public accommodations, traccommodations, and other provisions, many of which are subject to requisitions based by other Federal agencies.

CM0 Rights and Equal Opportunits

The Agency is an Equal Opporturity Employer. As such, the Agency spress to comply with all applicable Federal dv9 rights have and implementing sequindors. Apart from inconstituent requirements imposed by Federal laws or requisitions, the Agency agrees to comply with the requirements of 49 U.S.C. § 6323(b) (3) by not using any Federal austritusors enranded by FTA to support procurements using exclusionary or alterintations, specifications. Under this Contraction shall at all times comply with the following requirements and shall include these requirements in each autocompact entered into an eart beared.

- 1. Homiliardinition, in economic with Federal terral law at 49 U.S.C. § \$322, the Contractor egrees that it will not discriminate egalant any complying or applicant for employment because of race, color, religion, redonal origin, sea, clustelly, or age, in addition, the Contractor agrees to comply with application Federal implementing regulations and other implementing requirements FTA may beaus.
- 2. Race, Color, Raligion, Italianai Origin, Sea. In accordance with Title VII of the CM Rights Act, as amended, 42 U.S.C. § 2000e at seq., and Faderal transh bare at 49 U.S.C. § 5332, the Continuous agrees to comply with all applicable equal employment appealunity requirements of U.S. Department of Labor, 41 C.F.R. despiter on, and Encodes Order No. 11346, "Equal Employment Opposituality, Department of Labor," 41 C.F.R. despiter on, and Encodes Order No. 11346, "Equal Employment Opposituality in Protein Employment Opposituality, Department of Labor," 41 C.F.R. despiter on, order No. 11346, "Equal Employment Opposituality in Protein Employment 24, 1803, 42 U.S.C. § 2000e note, as amended by any later Exceptive Order that amends or expensedue it, retermined in 42 U.S.C. § 2000e note. The Contractor agrees to this stillment/se action to ensure that applicants are employed, and that employees are treated during employment, without report to their rece, order, religion, retinant engine. Each action shad broken, but not to thribd to, the following: employment, promotion, describe or transfer, recomment or recomment extending, layout or termination, retine of pay or other forms of compensation; and estaction for testing, including apprehension of the Contractor agrees to comply with any trajformenting regularizator ETA may issue.
- 3. Age. In eccordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) requisitions, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1675, as emerged, 42 U.S.C. § 6101 at seq. U.S. Heath and Human Services regulations, "Nondiscrimination on the Basts of Age in Programs or Activities Receiving Federal Francist Assistance," 45 C.F.R. part 90, and Federal trends but all 40 U.S.C. § 6332, the Contractor agrees to relate from discrimination equinat present and programs for Research of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may bose.

4.Dbasbillites. In scoordance with section 504 of the Rehabillation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 4161 of eq., and Federal barest law at 49 U.S.C. § 6332, the Contractor agrees that it will not disabilities against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementation requirements FTA may because

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor spread to comply with all applicable standards, orders, or regulations bound pursuant to the Closes Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Publishes Control Act or amended (33 U.S.C. § 1231-1357). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applice for contracts of amends in excess of \$150,000:

Chm Ak Ad

- (1) The contractor agrees to comply with all epplicable standards, orders or regulations based pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 of sec.
- (2) The contractor agrees to report each violation to the Agency and enderstands and agrees that the Agency will, in tion, report each violation as exquised to assure notification to the Agency, Pederal Emergency Managoment Agency, and the appropriate Emergency Protection Agency Regional Ottos.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 thenced in whole or in part with Federal excitations provided by FTA.

Enteril Witter Polydon Chistoil Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations based pursuent to the Federal Water Pollution Control Act, as emended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to essure addition to the Agency. Federal Emergency Management Agency, and the appropriate Emergency Protection Agency Regional Ottos.
- (2) The contractor agrees to include these requirements in each exhaustract exceeding \$150,000 themsel in whole or in part with Federal esstations conduct by FTA.*

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

transportation Systems (ITS) projects shall conform to the Matienal ITS Architecture and standards. Conformance with the Matienal ITS Architecture is interpreted to meen the use of the Matienal ITS Architecture is develop a regional ITS architecture in export of integration and the subsequent adversors of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture about the constitute with the transportation planning process for Statewide and Mateopolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND BAFETY STANDARDS ACT

- A Andreitly: The replaying agains to all PTA produced inspection agreement programs
- b. Where applicable (see 48 U.S.C. § 3701), all contracts awarded by the non-Federal entity in contract of \$100,000 that involve the employment of modernius or information and supplemental by Department of Labor regulations at 20 C.F.R. Pert S. See 2 C.F.R. Pert 200, Appendix it.
- c. Under 60 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborar on the basis of a standard work week of 40 hours. Work in access of the standard work week to permissible provided that the worker is comparasted at a rate of not toos than one and a half times the basis rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The acquirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no interest or anotherist must be received to work in automatory as enter weating conditions which are encentary, hazardous or designate. These requirements do not apply to the purchases of expelles or created or estable or created or on the open mental, or contracts for transposition or interestable of intelligence.
- 6. The regulation of 20 C.F.R. § 6.5(tr) provides the required contract clause concerning compliance with the Contract Work Hours and Solidy Standards. Act.

Constitute with the Control West House and Ballity Dandon's Add.

- (1) Describe requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of interest or machinests shall require or permit say such interest or machines to which he or she is employed on such work to work in access of forty hours in such workness in which says the property of the permit requirements of some and then one and one-half times the basic ratio of any for all hours workness is such workness.
- (2) Mototion; Explicy for expect expect (published derenges, in the event of any viction of the clause set footh in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be bable for the unpaid wegas, in addition, such contractor and subcontractor shall be bable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for Equitated distingues. Such Equitated distingues shall be computed with respect to each included above or mechanic, including weatherman and quants, employed in whichlind till or cases set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such including was required or parastical to work in excess of the elegated workward across of the elegated workward in the paragraph (1) of this section.
- (3) Withholding for impact wages and Equitional damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withhold, from any moneys psychie on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same privae contractor, or any other federally-existed contract which the same privae contractor, or any other federally-existed contract to the Contract Work Hours and Safety Standards Act, which is held by the same privae contractor, such surfae so existent the two two two contractors or subcontractor for unped wages and bytisted damages as provided in the chuse set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or exhountractor shall beard in any subcontracts the chouse set forth in paragraph (1) through (4) of this section and also a chouse requiring the autocontractors to include these clauses in any investigation. The prime contractor shall be responsible for compliance by any subcontractor or lower the subcontractor with the chouses est forth in paragraphs (1) through (4) of this section.

DEBARMENT AND SUSPENSION

- e. <u>Applicability</u>. This requirement applies to oil PTA great and cooperative agreement programs for a contract in the emount of all local \$25,000
- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 2000. As such the contractor is required to verify that none of the contractor, by principals (defined at 2 C.F.R. § 180.095), or by affiliates (defined at 2 C.F.R. § 180.095), or by affiliates (defined at 2 C.F.R. § 180.095).
- (2) C.F.P., pt. 2000, subpart C and must include a requirement to comply with those requirement in any lower that covered transaction it enture into.
- (3) The accompanying cardication is a material representation of fact reliad upon by the autrecipient, if it is interdepended that the contractor off not occupy with 2 C.F.R. pt. 180, autopart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies evaluate to the Agency and automobilest, the Federal Government may pursue evaluate remedies, including but not itselfed to autopastion and/or determent.

The blotter or proposer agrees to comply with the requirements of 2 C.F.R. pt. 160, subport C and 2 C.F.R. pt. 3000, subport C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower flar covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or eutocontractor shall not discriminate on the basis of race, color, national origin, or sea in the purformence of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 28 in the award and administration of DOT-exacts of contracts. Feiture by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remody as the Agency decreas appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing exhaltons; (3) Liquidisted damages; and/or (4) Disquell/ying the contractor from failure bidding as non-responsible, 49 C.P.R. § 20, 13(b).

Prima contractors are required to pay subcontractors for extinitionly performance of their contracts no boar then 30 days from records of each payment the Agoncy maters to the prima contractor, 49 C.F.FL § 20.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Religions must include in each prime contract a providen stating that the contractor chall explicit the specific DBEs listed unless the contractor challed the specific DBEs listed unless the contractor within content and that, unless the Agency's consent to provided, the contractor what not be entitled to any payment for work or material unless it is performed or supplied by the factor DBEs 49 C.F.R. § 20.63(n).

to to policy of the Agency and the United States Department of Transportation ("DOT") that Observatoped Statistics Extemplates ("DSE's"), as defined height and in the Federal regulations published at 49 C.F.R. part 28, statishes on equal apportunity to participate in DOT-excitated contracts.

DHS.SEAL, LOGO, AND FLAGS

The contractor shell not use the Searth Results

Department of Hometand Security (DHS) sect(s), logos, creats, or expreductions of flags or Danasses of OHS agency officials without epocific FTA preeconomic

ENERGY CONSERVATION

The contractor agrees to comply with resectiony conservation and policies relating to energy efficiency, which are contained in the state energy conservation plan between the compliance with the Emergy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the partitimence of this contract, the contractor agrees so follows:

- (1) The contractor will not discriminate aparticle or employee or applicant for employees of inde-codor, milition, eath, extend orientation, gondor laterity, or nectional origin. The contractor will take efform be ensure that applicants are employees, and that employees are treated during employees, which regard to their score, extend orientation, appear benefit; or nections origin; action pied include, but not be limited to the absorberg: Employees, supporting, democian, or trender, excellent or sortinent advertising, layoff or termination; rectain of pay or other forms of compensation; and estection for treating, including appearable the contracting eligibles to pied in conspicuous places, eventuals to employees and applicants for employeesal, notions to be provided by the contracting officer setting their the providence of this nondisoring attack.
- (2) The contractor will, in all additions or edvertherments for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without report to reco, color, religion, sex, sexual orientation, gender identity, or national origin.
- (2) The contractor will not discharge on in any other meaner discharine equipal any employee or applicant has included allocal, discussed, or ablaticed the companies on the compleyee or implicant or encitive employees or applicant. This provision shall not apply to instance in which an employee who has access to the companies in information of other employees or applicant or applying the part of instances in which are employees who has access to the companies in the companies or applicants or individuals who do not otherwise have access to each information, unless such disclosure to in response to a format complete or thereign in furthermore of an investigation, proceeding, hearing, or action, brokering on investigation conducted by the employer, or is constituted with the constructor's legal duty to furnish information.
- (4) The contractor will send to each labor whith or representative of workers with which it has a collective bergathing agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractive commitments under section 202 of Executive Order 11248 of September 24, 1985, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11248 of September 24, 1985, and of the rules, regulations, and relovent orders of the Secretary of Labor.
- .(6) The contractor will famility at Internation and reports required by Executive Order 11240 of September 24, 1985, and by the place, regulations, and critics of the September of Libor, or piritises their self-september of the September of Libor to picture their september of the September of Libor to picture of the contracting apency and the September of Libor to picture of the contracting apency and the
- (7) in the event of the contractor's non-compliance with the nondacrimination divises of this contract or with any of such rules, impulsations, or orders, this contract may be consisted, increasing or suspended in whole or in part and the contractor may be declared tredition for further Covernment contracts in accordance with procedures sufficient of the Executive Order 11244 of September 24, 1965, and such other selections may be imposed and remoditie invoked as providing in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Ligher, or as otherwise provided by law.
- (6) The contrictor will include the providers of paragraphs (1) through (6) in every subcontract or purphase order unless exampted by index, regulations, or orders of the Secretary of Latine based pursuant to section 204 of Economy Order 11246 of Beptimber 24; 1983, in that duck-provided in the beptime upon each subcontractor or vector. The contractor will take such rection with lauphed by any, expositive of purphase order as may be directed by the Secondary of Latin as a reserve of electricity such provided as exhaustic for noncompliance. Provided, however, that is the event the contractor becomes involved in, or is, threstoned with Allighton with a enhantmental of vector as a result of such direction, the contractor intry request the United States to enter into such direction to protect the United States.

FERERAL CHANGES

49 CFR Pert 19 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, projectives and directives, including without timestion those timed directly in the retained or promutested from time during the term of this contract. Contractor's tablets to so comply shall constitute a material breach of this contract.

FLY AMERICA

- e) Definitions. As used in this clause-
- 1) "triamational et transportation" meens transportation by all between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the States, the District of Columbia, and outside the United States. 3) "U.S.-dag et center" means an air center holding a certificate under 49 U.S.C. Chapter 411.
- b) When Fedoral funds are used to fund travel, Boction 5 of the International Ab Transportation Feb Competitive Proofcos Act of 1974'(49 U.S.C. 40118) (Fig. America Act) requires contractors, Agencys, and others use U.S. dag air centers for U.S. Covernment-figured international ab transportation of personnel

(and their personal effects) or properly, to the extent that service by those curriers is evaluable, it requires the Comptrollar General of the United States, in the shearce of establishing proof of the microscity for landyn-day or transportation, to diselow expenditures from funds, appropriated or otherwise established for the ecopouri of the United States, for intermediated at transportation sociated allocated a landyn-day air center is evaluate to provide auch services.

- c) if available, the Contractor, in performing work under this contract, shall use U.S.-bag contact for intermediated air insceptibilities of personnel (and their personal effects) or property.
- d) to the event that the Contractor sertects a center other than a U.S.-dag at counter for international air transportation, the Contractor shall include a statement on vouchers involving such transportation expendicity as follows:

Stitement of Universitifity of U.S.-Fire AR Cataling international air transportation of persons (and that personal effects) or properly by U.S.-Fing air center was not evaluate or it was recessary to use foreign-ting air center earvice for the following reasons. See FAR § 47.403. (State reasons):

a) Contractor at all include the substance of this citizes, businiting this personals (a), in each subcontract or purchase under this contract that may brother international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

tocorposition of Federal Transh Administration (FTA) Teams - The providing within include, in part, contain Chandred Terms and Condition required by DCT; substant or and expressly set forth in the preceding contract providing. All contracted providings required by DCT, as set forth in the current FTA Circular 4.220 are hareby incorporated by reference; Anything to the contract installed in the contracted terms and to control in the event of a control with other providings contained in this Centract. The Contracter shall not perform any soil, fall to perform any soil, or refuse to contribly with only required which would cause a violation of the FTA learns and contribute.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor ectmonistics and agree that, notwithstanding any concurrence by the Federal Government in or approval of the ecticitation or second of the underlying Contract, obsert the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or babilities to the Agency, Contractor or any other party (whether or not a party to that contract) partitions to any erain residing from the underlying Contract. The Contractor agrees to include the above dause in each euthorized franced in whole or in part with Federal parabilistics provided by the FTA. It is further agreed that the clause shall not be modified, except to blandly the euthorized who will be subject to be provided the

PROCUREMENT OF RECOVERED MATERIALS

- (1) in the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated barris unless the product cannot be eccubed-
- L Competitively within a timelizane providing for compliance with the contract performance exhaults;
- eding contract performance requirements; or
- D. All a resourcible price.
- (3) information about this requirement, along with the list of EPA-designate flame, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.apa.gov/brow/comprehensive-procurement-guideline-cpg-program."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chep. 30 (Administrative Romadies for Felse Claims and Statuments) applies to the contractor's actions perceiving to this contract."

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for selfctactory performance of that work no later than 30 days after the contractor's receipt of payments for that werk, in addition, the contractor is required to return any relatings payments to those subcontractors within 30 days after the subcontractor's work related to this contract is selfctactority completed.

The contractor must promptly actly the Agency, whenever a DEE subcontractor performing work related to this contract is terreturated or facts to complete its work and must make good buth aborts to engage enotine OSE subcontractor to porform at best the same encount of work. The contractor may not terminate any OSE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective emergements of 49 U.S.C. § \$333(b):

- 1, U.S. DOL, Certification. Under this Contract or entry Amendments thereto that involve public tresuportation operations that are supported with federal assistance, a cartification based by U.S. DOL is a condition of the Contract.
- 2. Special Wernerdy. When the Contract Involves public transportation expections and is supported with federal excistance appropriated or made evaluable for 48 U.S.C. § 5311, U.S. DOL will provide a Special Warrardy for its Award, including its Award of federal assistance under the Titled Trumil Program, The U.B. OOL Special Werrenty is a condition of the Contract.
- 1. Special Amergements. The conditions of 49 U.S.C. § \$333(b) do not apply to Contractions providing public transportation operations pursuant to 49 U.S.C. § \$310, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § \$333(b) for all transfers of funding authorized under \$ 6310. FTA m the Z3, United States Code (But famile), and make other exceptions as it deems appropriate, and, in those tradecuse, any special amengements required by FTA will be incorporated heads as required.

SAFE OPERATION OF MOTOR VEHICLES

Best Bell Vee

The Contractor is encountered to except and promote on-the-lob sent bell use policies and programs for its employees and other personnel that operate company-owned vehicles, company-tented vehicles, or personnelly operated vehicles. The forms "company-owned" and "company-lexised" rate to vehicles owned or beand either by the Contractor or Agency.

es to adopt and enforce workplace adorty policies to decrease creaties caused by distracted differs, including policies to behind The Contractor ecr messaging white varing an electronic device supplied by an employer, and driving a vehicle the driver earns or rants, a vehicle Contactor owns, is cases, or rants, owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 40 U.S.C. 5323(f), and 49 C.F.R. part 804, and not engage in achool bus operations using fedorally funded equipment or factions in competition with private operature of echool buses, except as permitted under:

- 1. Federal transit laws, specifically 49 U.S.C. § 6323(f); 2. FTA regulations, "School Bus Operations," 49 C.F.R. part 606
- 3. Any other Federal School Bus regulations; or
- 4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- 1. But the Contractor from receiving Federal assistance for public transportation; or
- 2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating contactive achool but service under an allowable examption, the contractor may not use foderably funded equipment, vehicles, or footbox.

ed the series as If the tomination had been traved for the considerate of the Agency.

it the central is bentwisted whis the Contractor has possession of Agency Goods. The Contractor stad, upon Gradion of the Agency, protect and protection of goods. The Contractor and Agency of payment in the preservation and protection of goods. Fedure to appread to the industrial contractor of goods.

Destroo diff of reful res experimental to services and refer destablished of terminating exploses.

If the Contractor this to pick up the commodities or to perform the contract, including defence, within the draw injectified in this owners of the Contractor that to contract the contract the Contractor will be contract the contract the contractor of the contracto Tembride of Defend (Transported of activities)

The Contracts that be defined to perform the services which his time specified in the contract or any admitting of the Contracts of the Contract of the Co

Terrelation for Conventence (Professional or Tranch Cantes Contracts)

The Agency's Inferior initia, may territorial that contract, in where it is in the Agency's Inferior. It is contract is contract, by interest initial, may territorial that contract in part, where it is in Agency's Inferior. It is contract in the Agency's Inferior in the Contract in the Agency is interest. It is contract in the Agency is interest. It is contract, the Agency is interest. It is a Agency is a Agency is a Agency is interest. It is a Agency is a Agency is a Agency in the Agency is a Agency in the Agency in the Agency in the Agency is a Agency in the Agency in the Agency in the Agency is a Agency in the Agency in the Agency in the Agency in the Agency is a Agency in the Agency in th

to the event that Agency exists to valve to semedies he any lesson by Contractor of any covening term or condition of this contract, such without by Agency of this Agency's remedies he any secceeding breach of that or of each condition of this contract.

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Opportunity to Core (General Providor)

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performance set forth in the contract of a lo total determinated by the Agency deal do Contractor incid an contract to a loss described as a los The Contractor will be paid only the contract price for exprise delivered and economic or services partenantly in ecconomic and the contract of Temination for Datasi (Breach or Cause) (General Provides)

If the Contractor does not defect expectes and the contract expects of the contract. The Contractor and the contract of the Contractor and the contract of the Contractor and the Con

The Agency may bemind an investor or in part, at any disa by written nodes to the Contractor when it is, in the Agency's best interested or the part of performed up to the time of terminated. The Contractor while the part is contacted contract, does not contact or work performed up to the time of terminated contract of the contractor. If the Contractor has not proposed by the posterior to be just to the part the Contractor has not proposed by the contractor of the contractor of the time of the terminated or the time of t Terrence (Denient Comments) (Center Provident)

NOTTANIMATTON

The Centradar agrees is underline and implement a drug and minimal leading program that complete with 48 C.F.R. part 622, practice any decommendation to the Contract of Contract of Transportation of the Central of the Contract of Transportation of the drug and records essential framework to the Contract of the Contra

SUBSTANCE ABUSE REQUIREMENTS

b. Documents - The Ents agrees to provide the belommine required under this provision to the following documents: (1) applications, (2) forms, (4) nutilizations, (5) press retoester, and (6) other publications.

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Catated of Fedders Domestic Mathematical Value of the program from which the backets assistance for a State Program or Project to authorized of Fedders The boundaries of FTA as the federal agency profession in the second and the Second program or Profession of Profe

State Program, Project, or related activities:

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SPECIAL NOTIFICATION REQUIREMENTS FOR BTATES

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Termination for Oadaut (Construction)

If the Contractor reference or fails to procedure the work or any expension part, with the difference that will assume its completion within the time aspectant in this contract or any extension or halls to complete the work within this time, or 8 the Contractor fails to comply with any other provision of this contract, Agency may territrette this contract for default. The Agency shall terrainable by dishoring to the Contractor a Hadiss of Terraination aspectlying the nature of the default. In this event, the Agency may take even the work and compete it by contract or etherwise, and may take possession of end use any materials, application, and plant on the work also recognize the work. The Contractor and its sundles shall be liable for any damage to the Agency resulting from the Contractor's refusal or takes to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terrationald. This Earthly includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to precent shall not be terminated nor shall the Contractor be charged with damages under this clause it. 1. The datay in completing the work artises from unformioesthic courses beyond the control and without the built or registrates of the Contractor, Examples of such courses technos: acts of God, acts of Agency, acts of exceller contractor in the performance of a contract with Agency, epitiennica, quarenthe restrictions, etrikes, traight on our, was or reporter, was or ensures consensor in our partitionists of a consens was reporter, expansion, control respectively of any short process, and 2. The Contractor, extract plans from the beginning of any ships, action of Agency in writing of the causes of skips, it, in the judgment of Agency, the detay to consents, the time for control of the control of Agency chall be first and conclude to the parties, but excluded to opposed under the Objection of the Control of the Co convenience of Agency.

Termination for Convenience or Outsult (Architect and Engineering)

The Agency may beneficial this continued in whole or in part, for the Agency's conventionics or because of the follows of the Contractor to fulfill the contract collegations. The Agency shall beneficially by the Contractor is historied by possible of the nation, extent, and effective does not the termination. Upon receipt of the nation, the Contractor shall (1) immediately discontinue all services effected (united the nation discontinue), and (2) deber to the Agency is Contracting Officer of duts, drawings, openituations, reports, estimates, summertes, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a sayaby-free, receivable, and travocable license to reproduce, publish or otherwise case, all such data, drawings, openituations, reports, estimates, convertes, and other information and materials.

If the imminution is far the convenience of the Agency, the Agency's Contracting Officer thick make an equilibrie explanation in the contract price but shall adopt no articipated profit on unperformed occurrent.

به المعاللة به حد الله مناطقة من أمن مشعول به تجنيت با شعه مناطقها به يجنون به يستول المستعولة لموسي وا كما بالموسل وا أن يستول به الموسلة والمستعدد المستعدد المستعد

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Torrefreiton for Conventence or Outsut (Cost-Type Contracts)

The Agency may terminate this contract or any portion of it, by serving a Notice of Termination on the Contractor. The recipe shall state whether the termination to for convenience of Agency or for the default of the Contractor. If the termination is for default, the recipe shall state the manner in which the Contractor has falled to perform the requirements of the contract. The Contractor shall economic for any property in its possession paid for form funds received from the Agency, or proporty supplied to the Contractor by the Agency, if the termination in the default, the Agency may fit the tips, if the contractor provides for a los, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall provingly submit its temperion drain to the Agency and the parties shall regulate the territorion sectioned to be paid the Contractor.

If the borntration is for the convenience of Agency, the Contractor shall be path its contract absenced codes, and a fee, if the contract provided for payment of e fee, in proportion to the work performed up to the time of territoriation.

If, edge serving a Notice of Terroration for Default, the Agency determines that the Contractor has an excusable meson for not performing, the Agency, other eating up a new work exhabits, may allow the Contractor to continue work, or treat the terretration as a Yermination for Conventance.

VIOLATION AND BREACH OF CONTRACT

Rister and Remailies of the Aperex

The Agency shall have the bibusing rights in the event that the Agency deems the Comtractor guilty of a breach of any term under the Comtract.

1. The right to take over and complain the work or any part thereof as approxy for and at the expense of the Contractor, ettler directly or through other contractors; 2. The right to concol 0:to Contract as to any or all of the west yet to be performed; 3. The right to specific performence, an injunction or any other economists equitable remedy; and 4. The right to money demands.

For purposes of this Contract, breach shall include.

Right's and Rhmbdlef bi Chilithitist

husement as the Contractor can be adequately comparested by money demages for any brasch of this Contract, which may be constitud by the Agency, the Contractor copressity agrees that no default, act or emission of the Agency shall condition a material breach of this Contract, andthing Contractor to cannot or reading the Contract (writes the Agency directs Contractor to do set) or to exeptend or attention performance.

Substantial tabase of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a debut, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to bermission or suspension as provided horset. The Contractor recognizes that in the event of a breach of this Contractor by the Contractor before the Agency takes action contemptated basels, the Agency will provide the Contractor with sixty (60) days written codes that the Agency considers that such a breach has eccurred end will provide the Contractor a reasonable period of time to respond and to take ascessary corrective action.

Disputes enting in the performence of this Congrect that ear not resolved by experiment of the parties shall be decided in writing by an authorized expresentative of Agency. This decision shall be third and conclusive unless within [10] days from the date of receipt of its copy, the Contractor make or otherwise hundrings a writing appeal to the Agency's authorized representative, in connection with any such appeal, the Contractor shall be estanded an appointedly to be beard and to other evidence in support of its position. The decision of the Agency's authorized representative when the binding upon the Contractor and the Contractor shall stilds be the decision.

in the event that a resolution of the dispute is not mutually agreed upon, the pastire can egree to medicin the dispute or proceed with litteriton.

Mobilitation of the section, or any other provision of this Contract, it is expressly agreed end understood that any court proceeding entaing out of a cliquite under this Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the lexico of whether the Authority acted in an artitizary, caprictous or grossly erroneous manner.

Pending that estilement of any disputs, the purise stud proceed ditpently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Pindómanos dudos Dissilas

United otherwise directed by Agency, Contractor shell continue performence under this Contract while matters in dispute are being reached.

Chims for Damages
Should office party to the Contract suffer injury or damage to person or property because of any act or embation of the party or of any of its employees, egents or others for whose acts it is logarly fishin, a chaim for damages therefor shall be made in writing to such other party within a reasonable time other chaevesnos of such injury or demage.

Bornedics
Unless this Contract provides exhaustes, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or restring to this Contract or its breach will be decided by arbitration if the pastes manually agree, or in a count of competent judicitation within the State in which the Agency is located.

Eligible and Remedias
The dudge and obligations imposed by the Contract decuments and the rights and remedias evaluate thereused of that be in addition to and not a firstation of any dudge, obligations, rights and remedias otherwise imposed or evaluate by law. He action or failure to sof by the Agency or Contractor shall constitute a water of any right or dudy attention only of them water the Contract, not shall say such action or failure to act constitute an approved of or acquisecence in any treatment themselves, except as may be specifically agreed in within.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING
KENNOTH THUNKE VICEPRESIDENT PORTY CONTY
On behalf of Con con Couch hance Inc. Prot
 No federal appropriated funds have been paid or will be paid, by or on behalf of the undendured, to any person for influencing or ettempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or on employee of a Momber of Congress in connection with the overding of any laderal contract, the making of any factoral grant, the making of any factoral loan, the entening into of any cooperative agreement, and the extension, continuation, renewed, emendment, or modification of any factoral contract, grant, foat, or cooperative agreement.
 If any funds other than before appropriated funds have been paid or will be paid to any person influencing or attempting to influence a officer or employee of any agency, a Mandar of Congress, and officer or employee of Congress, or an employee of a Momber of Congress in connection with the Indenti contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Obsciouse Form to Report Lobbying," in eccordance with its instructions.
 The undersigned shall require that the language of this certification be included in the execut documents for all auto-departs at all their (including auto-contracts, auto-grants and contracts under grants, bases, and cooperative opverments) and that all auto-exciplents shall contrib and disclose eccordingly.
This confliction is a metarial representation of fact upon which referes was placed when this transaction was made or entored into. Submission of this confliction is a prerequists for matting or entoring into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who talls to file the required confliction shall be subject to a civil panelty of not less than \$10,000 and not more than \$100,000 for each such fallure.
The undersigned certifies or efform the trubbleness and accuracy of the contents of the statements submitted on or with this certification an understands that the provisions of \$1 U.S.C. Section 3801, at seq., are applicable therein.
Marine of Blobes Company Marines Constitution Co as Jan Kings Inc
Type or prid name WE Wash I Himter
Signature of authorized representatives White A. A. Rento Deta 12 12 12 120.
Signesture of notary and SEAL: Ken Offi

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and extentions this bit or proposal, the prospective lower the participant is providing the signed certification and out below.

- (1) 8 wB compty and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarmont," 2 CFR part 1200, which edopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Outdefree to Agondos on Governmentalide Debarmont and Suppension (Nonprocummon), 2 CFR part 180.
- (2) To the best of its investigate and before that its Principals and Bubreciplents of the first iter.
 - a. Are aligible to participate in covered transactions of any Fedoral department or agency and are not presently:
 - 1. Deberred.

 - Proposed for deberment,
 Osciolad tradpins.

 - Vocately excluded, or
 - 6. Obourfibri
- b. Its monegament has not within a three-year period preceding its latest application or proposal bean corrected of or had a civil judgment mediated existed entrol them for
 - 1. Commission of boad or a criminal offense in connection with obtaining, attempting to extent, or performing a public (Federal, State, or tocal) transaction, or contract under a public transaction.
 - 2. Wolcolon of any Federal or State entirest statute, er.
 - 1. Commission of embezzierneci, thefil, birgwy, britwry, trickfordion or destruction of excerni, matting any false exament, or receiving citation property.
- c. It is not presently helicited for, or otherwise orminally or childy charged by a governmental entity (Pedenti, State, or local) with commission of enty of the officees folial in the preceding subsection 2.6 of this Certification.
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or detaut within a three-year period precoding this Confidention
- , e. If, et a boar time, il requires any information that contradicts the attenuants of authentions 2.a 2.d above, it will commotly provide that Information to FTA.
- 1. It will treat each lower for contract or lower for subcontract under its Project as a covered lower for contract for purposes of 2 CFR past 1200 end 2 CFR part 180 8 b
 - 1. Equab or exceeds \$25,000,...

 - 2. to for such condition, or,
 3. Requires the consent of a Federal places, and
- It will excube that each covered lower the contractor and subcontractor.
 - 1. Comply and facilists compliance with the Federal maximum at 2 CFR parts 160 and 1200, and
 - 2. Accure that each lower the pertupent in its Project is not presently declared by any Federal department or agency to be:

 - o. Ocherud from perficipation in its federally funded Project,
 disepended from perficipation in its federally funded Project,
 Proposed for dehermant from perficipation in its federally funded Project,
 Declared ineligible to perficipate in its federally funded Project,
 Waterbarly excluded from perficipation in its federally funded Project, or

 - Obsquestion from perticipation in its federally funded Project, and
 - It will provide a written explanation as indicated on a page ethiched in FTA's TJAKS platform or the Signature Page If it or any of its principals, including any of its that the Subrecipiants or its Third-Party Participants at a lower flor, is unable to certify compliance with the preceding statements in this Certification Group.

(3) it will provide a writing explanation as indicated on a page effective in FTA's ToAMS platform or the Signature Page II it or any of its principals, including any of its first for Subrecipients or its Third-Party Perfudpents at a lower tier, is unable to cardy compliance with the preceding statements. In this Certification Group.

Certification	,	
Company Continu	a could have he	<u> </u>
Signature of Authorized Difficult	March Hint	000 12 / 21 /2020
		h J. Huster Via Paraist



FTA and 2 CFR 200 Agreement

Revised 11/10/2020

FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

Name of Recipient Agency: New Hampshire Department of Transportation (NHDOT)

Name of Subrecipient Agency: Concord Coach Lines, Inc.

Concord Coach Lines, Inc., shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances. This award includes information required by 2 CFR Part 200 as follows:

FTA AMBED DEVICES DESCRIPTION: (As required to be responded to the Pederal Families Accountability and Treasparance (Ad (FFATA)

Amount: \$1,891,125.00 Catalog of Federal Domestic Assistance (CDFA) number: 20.507 PTA

Award Name: FTA SECTION 5307 URBANIZED AREA FORMULA

Federal Award Identification Number (FAIN): NH-2020-009 Federal Award Date: 8/7/20

Contact information for sub-awarding official;

Name: Patrick C. Herlihy Titlé: Director of Aeronautics, Rail & Transit

Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

Is this award for research and development? No NHDOT's cost rate for the federal award: N/A

Subrecipient Information:

Subrecipient Name: Concord Coach Lines, Inc.,

Subrecipient DUNS number: 018899872

Subrecipient SAM.OOV registration: 4GWU0 3/26/2020

Name of authorizing subrecipient official: Kenneth J. Hunter Title of authorizing subrecipient

official: Vice President Foderal Clauses: Yes

Subrecipient Federal indirect cost rate: N/A

(An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimiz indirect cost rate as defined in §200.414 Indirect. (FdA) costs, paragraph (f)).

Subpward Period of performance:

SPY: 2021 Start Date: TBD (based on contract approval) End Date: 12/31/21

Total amount of FTA sub-award obligated by this action (compectamenti):

SPY: 2021 Section: 5307 Amount: \$1,891,125.00



FTA and 2 CFR 200 Agreement

Revised 11/10/2020

Total amount of FTA sub-award committed to the subrecipient section commit & committed to the subrecipient section: 5307 Amount: \$1,891,125.00

Para-through requirements;

The subrecipient, Concord Coach Lines, Inc., agrees to meet all requirement imposed by the pass-through entity (NHDOT) on the subrecipient so that the Federal award is used in accordance with Federal statues, regulations and the terms and conditions of the Federal award.

The subrecipient, Concord Coech Lines, Inc., agrees to any additional requirements that the pase-through entity (NHDOT) imposes on the subrecipient in order for the pase-through entity (NHDOT) in order for the pase-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The subrecipient, Concord Coach Lines, Inc., agrees to permit the pass-through entity (NHDOT) and suditors to have access to the subrecipients records and financial statements as accessary for the pass-through entity to meet the requirements of this part; and appropriate terms and conditions concerning closeout of the subaward.

Date: 12 4/30 20

Name of authorizing subrecipient official: Kenneth J. Hunter

Title of authorizing subrecipient official: Vice President

Signature of authorizing subrecipient official:

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SERVICE UPDATES.

STAY INFORMED ... Get the latest at ConcordCoachLines.com

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