



**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**



**CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER**

**JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER**

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

Bureau of Rail & Transit  
April 29, 2013

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract amendment with Concord Coach Lines, (Vendor # 154207), Concord, NH, to increase the contract amount by \$232,904 from \$257,745 to \$490,649, for intercity bus service from Berlin, North Conway, and Littleton to Boston, MA, effective July 1, 2013 or upon Governor and Council approval, whichever is later, through June 30, 2014. The original agreement was approved by Governor and Council on June 20, 2012 (Item #240). 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds.

	<u>FY 2014</u>
04-96-96-964010-2916	
Public Transportation	
072-500575 Grants to Non-Profits Federal	\$232,904

**EXPLANATION**

The Department has approved a request for additional Federal Transit Administration (FTA) Section 5311(f) Intercity Bus funding from Concord Coach Lines to support its SFY 2014 rural intercity bus service to the NH North Country. The FTA Intercity Bus program sets aside funds to support intercity bus service, such as Concord Coach Lines' NH North County bus service, that meets the program criteria.

The Department entered into a two-year contract with Concord Coach Lines for the period July 1, 2012 through June 30, 2014, using committed FTA Section 5311(f) funds from Federal fiscal year 2012 for the first year. No funds were included for the second year, SFY 14, as they were not yet apportioned to the Department. As Federal fiscal year 2013 FTA Intercity Bus Program apportionments have been made available to the Department, this contract amendment provides \$232,904 to continue the eligible service and Concord Coach will provide the required 50% non-federal matching funds for this project.

Concord Coach Lines is a private company providing intercity bus service from and in between various New Hampshire points and Boston. The intercity services operated under this contract include two daily North Conway-Boston and Littleton-Boston roundtrips, of which one North Conway route is extended to Berlin offering one daily roundtrip that connects Berlin to Boston. All routes connect through Concord to Boston.

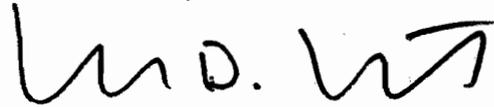
In the event that Federal funds become unavailable, general funds will not be requested to support this program.

All other provisions of the agreement shall remain in effect.

The Agreement has been approved by the Attorney General as to form and execution, and the Department will verify the necessary funds are available pending enactment of the Fiscal Year 2014 and 2015 budget. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C.D. Clement, Sr.", with a stylized flourish at the end.

Christopher D. Clement, Sr.  
Commissioner

Attachments

AMENDMENT TO AGREEMENT

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation and Concord Coach Lines on June 20, 2012, (Item #240), to be effective upon Governor and Council approval through June 30, 2014;

WHEREAS, the Price Limitation in Section 1.8, is \$257,745, and Exhibit A describes the Scope of Work and Exhibit B describes the budget;

WHEREAS, the Department of Transportation has available Federal funds for the Federal Transit Administration Section 5311(f) intercity bus program;

RESOLVED, that the agreement be amended as follows:

Page 1, Section 1.8, "Price Limitation" to read \$490,649 (increase of \$232,904);

Exhibit B, Budget, shall be revised to include \$232,904 of FTA Section 5311(f) intercity funds for State Fiscal Year 2014 for a revised contract total of \$490,649.

All other provisions of the agreement shall remain in effect.

Concord Coach Lines

Date: 4/22/2013

By: *Kenneth J. Hunter*  
(Name)

VICE PRESIDENT  
(Title)

County of MERRIMACK

On this the 22<sup>nd</sup> day of APRIL, 2013, before me, ROBERT A. FLETCHER, the undersigned officer, personally appeared KENNETH J. HUNTER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

*Robert A. Fletcher*  
Notary Public/Justice of the Peace  
Robert A. Fletcher Notary Public  
My Commission Expires January 25, 2017

NH Department of Transportation

By: *Patrick C. Deslley* Date: *4/24/13*

Title: *Director*

County of *Merrimack*

On this the *29th* day of *April*, 2013, before me,  
*J. Thomas Manseau*, the undersigned officer, personally appeared  
*Patrick C. Deslley*, known to me (or satisfactorily proven) to be the person  
whose name is subscribed to the within instrument and acknowledged that (s)he has executed the  
same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

*J. Thomas Manseau*  
Notary Public/Justice of the Peace

J. THOMAS MANSEAU, Notary Public  
My Commission Expires November 17, 2015

Approved by Attorney General

By: *Erin Brown* Date: *5/6/13*

Title: *Attorney III*

Approved by Governor and Council

By: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

The Contractor shall provide the following transit service(s):

- A.1. Intercity bus service to North Conway, Berlin and Littleton, NH, from Boston, MA via Concord, NH and as detailed in the "Project Description" of the Contractor's application to the Department for Section 5311(f) funding.
- A.2. The Contractor shall notify the Department at least 30 days prior to making route, fare, service or operating schedule adjustments, except in an emergency situation. In such an emergency, the Contractor shall notify the State no later than the next working day following the day of such changes.
- A.3. Approved facility repairs and capital improvements at the State-owned bus terminal on Stickney Avenue in Concord, which is operated under contract by Concord Coach Lines, for an amount not to exceed \$45,000. In advance of work being done, the Contractor will submit a description of proposed work to the Department for review and approval. Department approval is required for all capital improvements and facility repairs exceeding \$500. Federal funds will cover 80% (\$36,000) and the Department's Facility Maintenance funds will cover 20% (\$9,000) of project costs.

**EXHIBIT B**

**BUDGET (REVISED)**

B.1 The Contract price, as defined in Section 1.8 of the General Provisions, is the Section 5311(f), Section 5309 and State Facility Maintenance portion of the eligible project costs. Federal and State funds are granted as follows:

	<b>SFY 2013</b>		<b>SFY 2014</b>
	<u><b>Federal</b></u>	<u><b>State</b></u>	<u><b>Federal</b></u>
Berlin 5311(f) Operating	\$ 67,283		\$ 70,358
Littleton 5311(f) Operating	\$ 95,362		\$ 60,285
North Conway 5311(f) Operating	\$ 50,100		\$102,261
Facility Repair & Capital Improvements	\$ 36,000	\$9,000	
<b>Total Project Amount</b>	<b>\$248,745</b>	<b>\$9,000</b>	<b>\$232,904</b>

Funds are contingent upon Federal and State appropriations.

B.2. Fourteen days prior to the submission of the Contractor's first request for Federal Section 5311(f) reimbursement, the Contractor shall submit to the State a budget incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the State, and are limited to the six-month interval and year-end of the contract. Revisions that meet or exceed a 10% and \$2,500 change will require a detailed explanation. Budget revisions may only request the transfer of funds within a category or between categories with the same matching ratio.

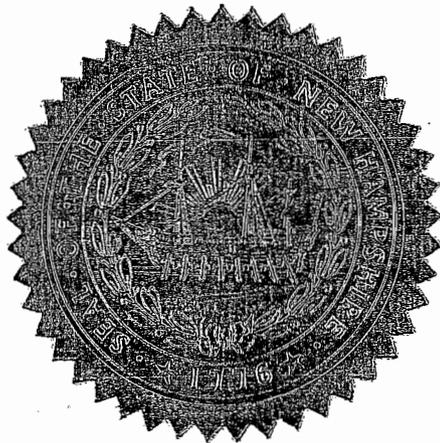
B.3. The Contractor may seek reimbursement for eligible expenses listed in "Budget Categories and Line Items," listed in Guidelines for Establishment of Accounting and Bookkeeping Procedures for Recipients of Section 5311(f) (Intercity) Funds, with the exception of funds specifically reserved, if any, and identified in "Specifically Programmed Funds," at the end of this Exhibit. The Contractor shall utilize FTA Intercity In-Kind match in accordance with program rules and when no such in-kind match is available for the project, the Contractor shall provide local cash match for the project.

B.4. At the sole discretion of the State, 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 State and the Contractor.

State of New Hampshire  
Department of State

CERTIFICATE

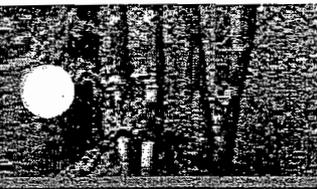
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD COACH LINES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 28, 1955. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18<sup>th</sup> day of April, A.D. 2013

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

William M. Gardner  
Secretary of State


**Corporation Division**

Search  
 By Business Name  
 By Business ID  
 By Registered Agent  
 Annual Report  
 File Online

**Filed Documents**  
 Date: 4/12/2013 (Annual Report History, View Images, etc.)  
**Business Name History**

Name	Name Type
CONCORD COACH LINES, INC.	Legal
CAPITAL TRANSIT INC.	Prev Legal

**Corporation - Domestic - Information**

<b>Business ID:</b>	10095
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	3/28/1955
<b>Principal Office Address:</b>	7 LANGDON ST CONCORD NH 03301
<b>Principal Mailing Address:</b>	No Address
<b>Last Annual Report Filed Date:</b>	3/14/2013 4:30:00 PM
<b>Last Annual Report Filed:</b>	2013

**Registered Agent**

<b>Agent Name:</b>	Ruedig, Michael D, Esq
<b>Office Address:</b>	214 N Main Street Concord NH 03301

**Mailing Address:**

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

**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 April 22, 2013 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 to Berlin, NH, North Conway, NH and Littleton, NH from Boston, MA via Concord, NH, 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 April 22, 2013.



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Harry W. Blunt  
President  
Concord Coach Lines, Inc.

Subscribed and sworn before me this 22<sup>ND</sup>  
day of APRIL 2013.



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Robert A. Fletcher Notary Public  
My Commission Expires January 25, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/22/2013

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

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

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Jennifer Porter
	PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: jporter@rowleyagency.com
INSURED Concord Coach Lines, Inc. 7 Langdon Street Concord NH 03301	INSURER(S) AFFORDING COVERAGE
	INSURER A: National Interstate Ins. Co.
	INSURER B: Liberty Mutual Insurance Co. 0010
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 13-14 CC - all lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary GL Layer		YPP1107620-07	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Primary <input type="checkbox"/> Auto Layer		YPP1107620-07	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
DED <input checked="" type="checkbox"/> RETENTION \$ 0							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC2-z11-260171-012 3A States: NH, MA, ME	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
A	Excess Auto and Excess GL		YEK10007621-07	05/01/2013	05/01/2014	5,000,000	
			YEK10007622-07	05/01/2013	05/01/2014	5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Plus pol #YEK1107623-07 - \$5,000,000 limit and pol#YEX1107624-04=\$5,000,000 limit of liability (excess of \$20 million) to total \$25 million. The State of New Hampshire, Dept. of Transportation, is an additional insured for liability only when required by written contract.

## CERTIFICATE HOLDER

(603) 271-6767

State of New Hampshire  
Department of Safety  
7 Hazen Dr.,  
Concord, NH 03301

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

C Holman, CPCU, CIC/C *Christine Holman*



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

Rail & Transit  
Approved 6/20/12  
Item 240



CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

His Excellency John H. Lynch, Governor  
and the Honorable Council  
State House  
Concord, NH 03301

Bureau of Rail & Transit  
May 18, 2012

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with Concord Coach Lines, Vendor #154207, Concord, NH, for an amount not to exceed \$257,745, for intercity bus service from Berlin, North Conway, and Littleton to Boston, MA, and for facility repairs and capital improvements at the State-owned bus terminal on Stickney Avenue in Concord, NH effective July 1, 2012 or upon Governor and Council approval, whichever is later, through June 30, 2014. 96.5% Federal funds, 3.5% Highway Funds.

Funding is available as follows:

	<u>FY2013</u>
04-96-96-964010-2916 Public Transportation	
072-500575 Grants to Non-Profits Federal	\$248,745
04-96-96-964015-2058 Contractual Maint.-Build-Grnds	
048-500226 Contract Repairs; Bldg. Grounds	\$ 9,000

EXPLANATION

The Department has approved a request for Federal Transit Administration (FTA) Section 5311(f) funding from Concord Coach Lines to support rural intercity bus service.

This program sets aside funds to support intercity bus service that meets the program criteria. The Department solicited applications for the intercity bus program in accordance with federal guidelines and approved Concord Coach's request for funding for operating expenses for its service to the North Country.

Concord Coach Lines is a private company providing intercity bus service from various New Hampshire points to Boston. The company's schedule includes two daily round trips on two routes serving the North Country. One route serves Berlin and North Conway, and the other serves Littleton. Both routes connect through Concord to Boston. This contract will provide \$212,745 (50% Federal) funding to continue the second round trip on each route and the extension of service to Berlin. Concord Coach will provide the necessary 50% non-federal match for the project.

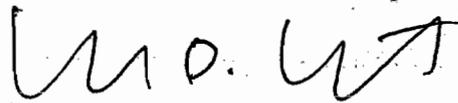
The Department has also approved FTA Section 5309 Capital funds and State-funded Maintenance and Critical repair funds for facility repairs and capital improvements at the State-owned bus terminal on Stickney Avenue in Concord, operated under contract by Concord Coach Lines. The contract agreement includes \$45,000 of which \$36,000 (80%) is FTA Section 5309 capital funds and \$9,000 (20%) is Maintenance and Critical repair funds for window replacements, HVAC system repairs, new bicycle lockers and other work on the terminal, which opened to the public in 1996. Concord Coach Lines will request prior approval from the Department for all capital improvements and facility repairs exceeding \$500 and will follow Federal procurement guidelines.

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

The Agreement has been approved by the Attorney General as to form and execution, and the Department has verified that the 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' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.  
Commissioner

Subject: Concord Coach Lines Intercity Operating FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

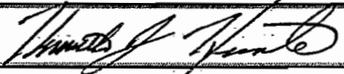
**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Department of Transportation</u>	1.2 State Agency Address <u>PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483</u>
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1.3 Contractor Name <u>Concord Coach Lines</u>	1.4 Contractor Address <u>7 Langdon Street, Concord, NH 03301</u>
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1.5 Contractor Phone Number <u>603-228-3535</u>	1.6 Account Number <u>04-96-96-964010-2916-072-5</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$257,745.00</u>
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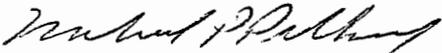
1.9 Contracting Officer for State Agency <u>Christopher Morgan, Administrator</u>	1.10 State Agency Telephone Number <u>603-271-2468</u>
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1.11 Contractor Signature 	1.12 Name and Title of Contractor Signatory <u>KENNETH J. HUNTER VICE PRESIDENT</u>
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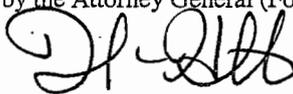
1.13 Acknowledgement: State of NH, County of MERRIMACK  
 On 5/10/12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace  
 [Seal] 

1.13.2 Name and Title of Notary or Justice of the Peace  
Robert A. Fletcher Notary PUBLIC  
My Commission Expires January 25, 2017

1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory <u>Michael P. Poirier Deputy Commissioner</u>
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1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  
 By: \_\_\_\_\_ Director, On: \_\_\_\_\_

1.17 Approval by the Attorney General (Form, Substance and Execution)  
 By:  David M. H. H. On: 6/4/12

1.18 Approval by the Governor and Executive Council  
 By:  **DEPUTY SECRETARY OF STATE** JUN 20 2012

KJH  
5/10/2012

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

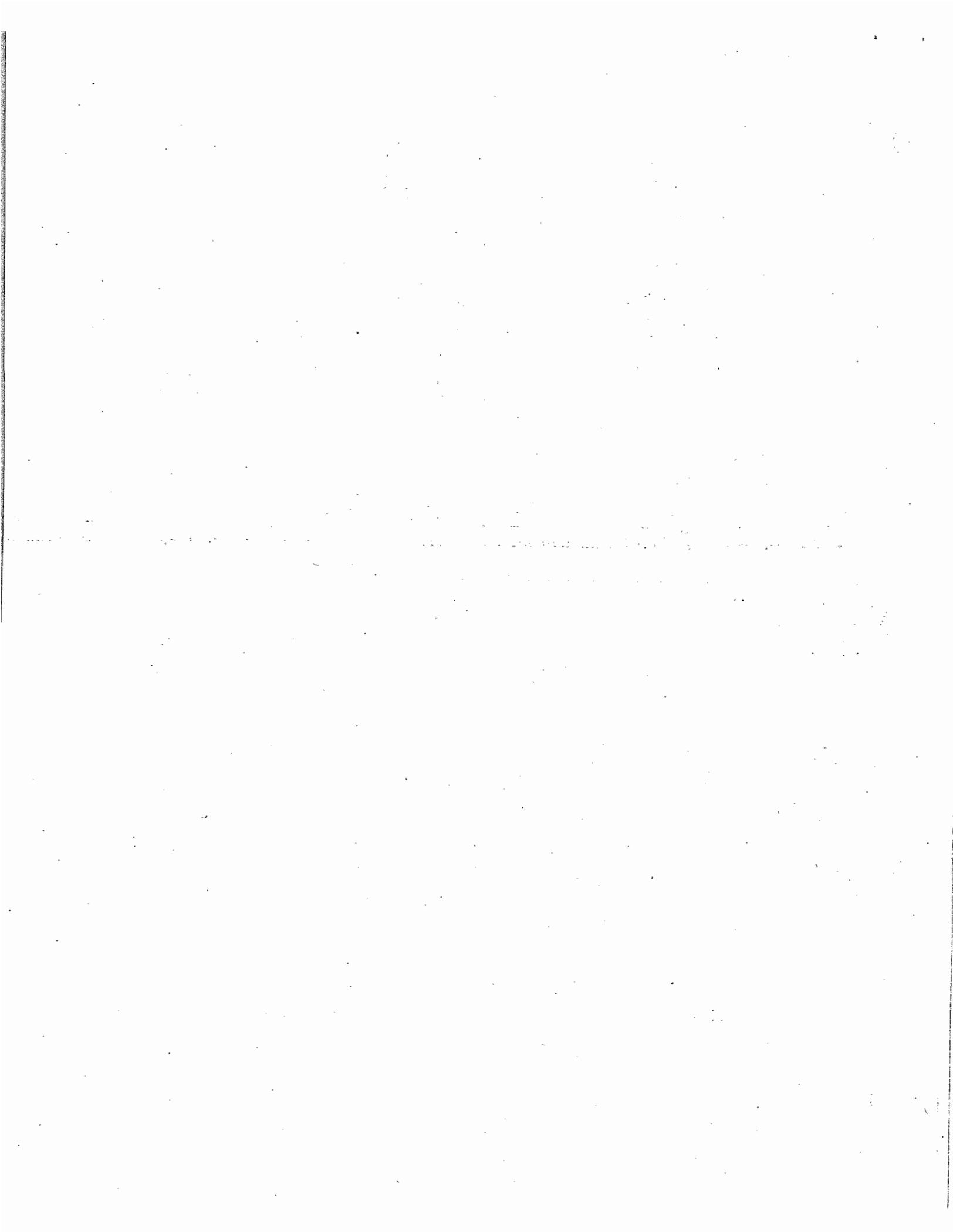
**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

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

## EXHIBITS TO CONTRACT

EXHIBIT A	Scope of Services
EXHIBIT B	Budget
EXHIBIT C	Special Provisions
EXHIBIT D	U.S. Department of Labor 13(c) Warranty
CERTIFICATE OF GOOD STANDING	
CERTIFICATE OF CORPORATE VOTE	
CERTIFICATE OF INSURANCE	
REQUIRED FEDERAL CLAUSES	
REQUIRED QUARTERLY REPORT	
REQUIRED CHARTER REPORT	
REQUIRED NATIONAL TRANSIT DATABASE (NTD) REPORT	
BUS SCHEDULE	



**EXHIBIT A**  
**SCOPE OF SERVICES**

The Contractor shall provide the following transit service(s):

A.1. Intercity bus service to North Conway, Berlin and Littleton, NH, from Boston, MA via Concord, NH and as detailed in the "Project Description" of the Contractor's application to the Department for Section 5311(f) funding.

A.2. The Contractor shall notify the Department at least 30 days prior to making route, fare, service or operating schedule adjustments, except in an emergency situation. In such an emergency, the Contractor shall notify the State no later than the next working day following the day of such changes.

A.3. Approved facility repairs and capital improvements at the State-owned bus terminal on Stickney Avenue in Concord, which is operated under contract by Concord Coach Lines, for an amount not to exceed \$45,000. In advance of work being done, the Contractor will submit a description of proposed work to the Department for review and approval. Department approval is required for all capital improvements and facility repairs exceeding \$500. Federal funds will cover 80% (\$36,000) and the Department's Facility Maintenance funds will cover 20% (\$9,000) of project costs.

**EXHIBIT B  
BUDGET**

B.1. The Contract price, as defined in Section 1.8 of the General Provisions, is the Section 5311(f), Section 5309 and State Facility Maintenance portion of the eligible project costs. Federal and State funds are granted as follows:

	<u>Federal</u>	<u>State</u>	<u>Total</u>
Berlin 5311(f) Operating	\$67,283		\$67,283
Littleton 5311(f) Operating	\$95,362		\$95,362
North Conway 5311(f) Operating	\$50,100		\$50,100
Facility Repair & Capital Improvements	\$36,000	\$9,000	\$45,000
<b>Total Project Amount</b>	<b>\$248,745</b>	<b>\$9,000</b>	<b>\$257,745</b>

Funds are contingent upon Federal and State appropriations.

B.2. Fourteen days prior to the submission of the Contractor's first request for Federal Section 5311(f) reimbursement, the Contractor shall submit to the State, a budget incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the State, and are limited to the six-month interval and year-end of the contract. Revisions that meet or exceed a 10% and \$2,500 change will require a detailed explanation. Budget revisions may only request the transfer of funds within a category or between categories with the same matching ratio.

B.3. The Contractor may seek reimbursement for eligible expenses listed in "Budget Categories and Line Items," listed in Guidelines for Establishment of Accounting and Bookkeeping Procedures for Recipients of Section 5311(f) (Intercity) Funds, with the exception of funds specifically reserved, if any, and identified in "Specifically Programmed Funds," at the end of this Exhibit. The Contractor shall utilize FTA Intercity In-Kind match in accordance with program rules and when no such in-kind match is available for the project, the Contractor shall provide local cash match for the project.

B.4. At the sole discretion of the State, 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 State and the Contractor.

## **EXHIBIT C**

### **SPECIAL PROVISIONS**

There are no modifications, deletions, or additions to the General Provisions in the Form P-37.



## EXHIBIT D

### SPECIAL SECTION 13(c) WARRANTY FOR APPLICATION TO THE SMALL-URBAN AND RURAL PROGRAM

#### Standard Terms and Conditions

(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 (the Contractor) and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body 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 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 his/her employment as a result of the Project, but who is dismissed or displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model Agreement or applicable provisions of substitute comparable arrangements:

(2)(a) 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.

(2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such 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 of classification of any jobs in the Recipient's employment available to be filled by such affected employees.

(2)(c) The procedures of this subparagraph shall apply to cases where notices 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. 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 (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by Section 13(c) of the Act 1, the Public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 13(c) agreement executed July 23, 1975, identified below 2, provided that other comparable arrangements may be substituted therefore, if approved by Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding 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 his/her obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project has an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements with the Recipient with sixty (60) days of the date s/he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his/her 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.

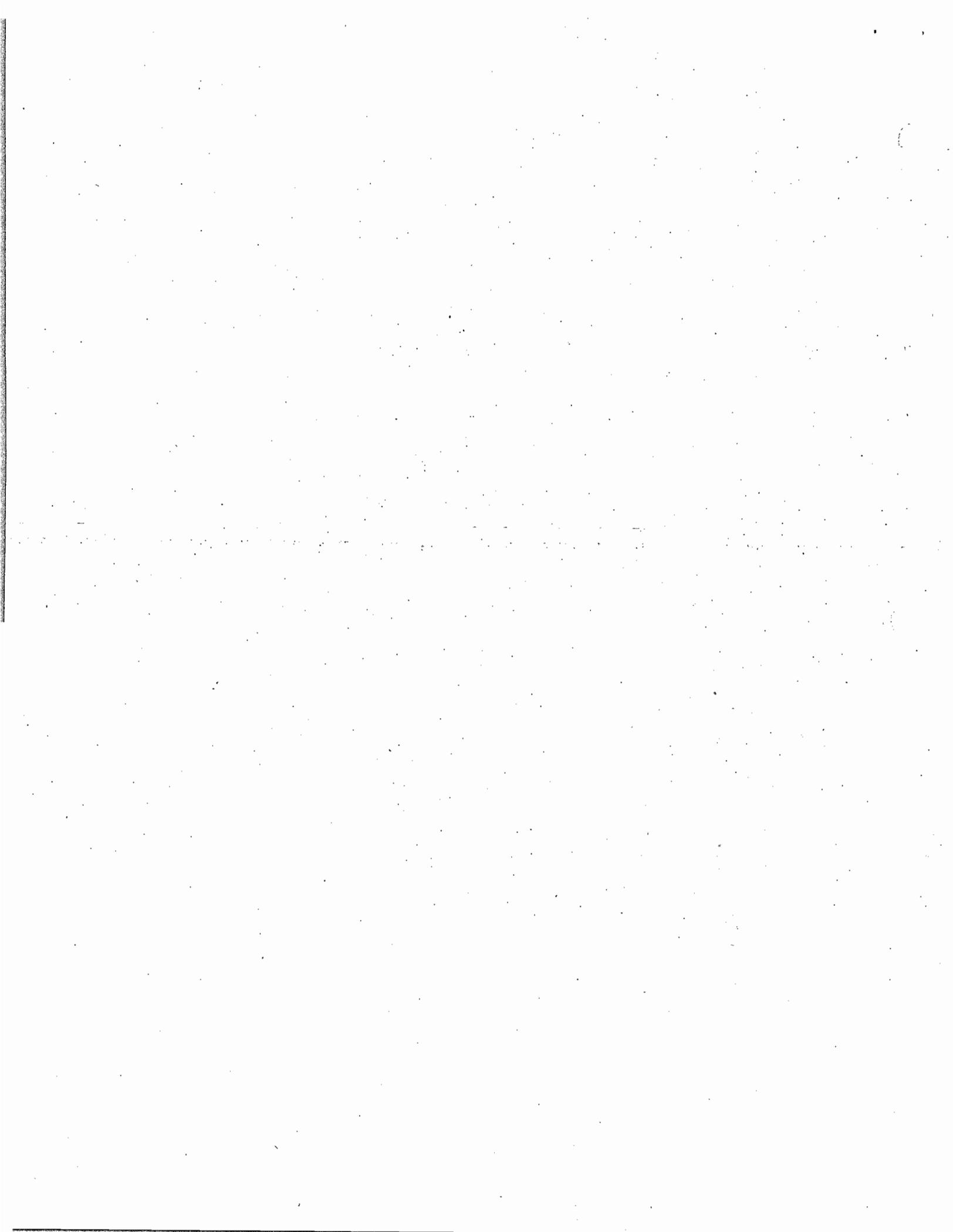
(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, s/he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which s/he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a permanent and accessible place, a notice stating that the Recipient has received federal assistance under the Urban Mass Transportation Act and has agreed to comply with the provisions of Section 13(c) of the Act. This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising there under.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

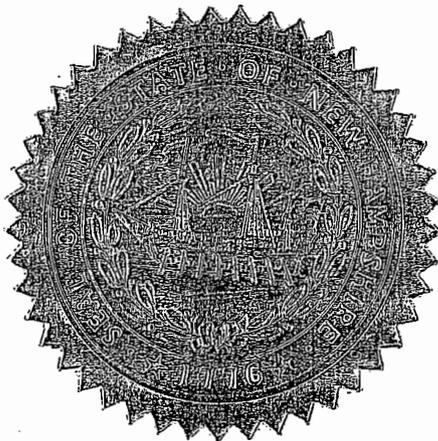
(10) In the event the project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.



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 corporation duly incorporated under the laws of the State of New Hampshire on March 28, 1955. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10<sup>th</sup> day of May, A.D. 2012

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

William M. Gardner  
Secretary of State

**CONCORD COACH LINES, INC.**

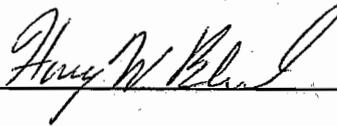
**CERTIFICATE OF VOTE**

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 10, 2012 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 to Berlin, NH, North Conway, NH and Littleton, NH from Boston, MA via Concord, NH, 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 May 10, 2012.



Harry W. Blunt  
President  
Concord Coach Lines, Inc.

Subscribed and sworn before me this TENTH  
day of May 2012.



Robert A. Fletcher Notary Public  
My Commission Expires January 25, 2017

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

**04/30/2012**PRODUCER **603.224.2562** FAX **603.224.8012**

**The Rowley Agency, Inc.**  
**139 Loudon Road**  
**P.O. Box 511**  
**Concord, NH 03302-0511**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED **Concord Coach Lines, Inc.**  
**7 Langdon Street**  
**Concord, NH 03301**

INSURER A: **National Interstate Ins. Co.**INSURER B: **Liberty Mutual Ins. Co.**

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Primary GL Layer</b>	YPP1107620-06	05/01/2012	05/01/2013	EACH OCCURRENCE \$ <b>5,000,000</b>
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>
					MED EXP (Any one person) \$ <b>5,000</b>
					PERSONAL & ADV INJURY \$ <b>5,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ <b>5,000,000</b>
					PRODUCTS - COMP/OP AGG \$ <b>5,000,000</b>
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> <b>Primary Auto Layer</b>	YPP1107620-06	05/01/2012	05/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ <b>100,000</b>
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	YEX1107620-06	05/01/2012	05/01/2013	EACH OCCURRENCE \$ <b>4,900,000</b>
					AGGREGATE \$ <b>4,900,000</b>
					\$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC2-Z11-260171-011	12/31/2011	12/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ <b>500,000</b>
					E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
					E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
A	OTHER Excess Auto and Excess GL	YEX1107621-06	05/01/2012	05/01/2013	<b>Limit of Liability \$5,000,000</b>
		YEX1107622-06	05/01/2012	05/01/2013	<b>\$5,000,000</b>
		YEX1107623-06	05/01/2012	05/01/2013	<b>\$5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

plus pol#YEX1107624-04 = \$5,000,000 limit of liability (excess of \$20mm) to total \$25mm

The State of New Hampshire, Dept. of Transportation, is additional insured for liability only when required by written contract.

\*except 10 days for nonpayment of premium.

**CERTIFICATE HOLDER**

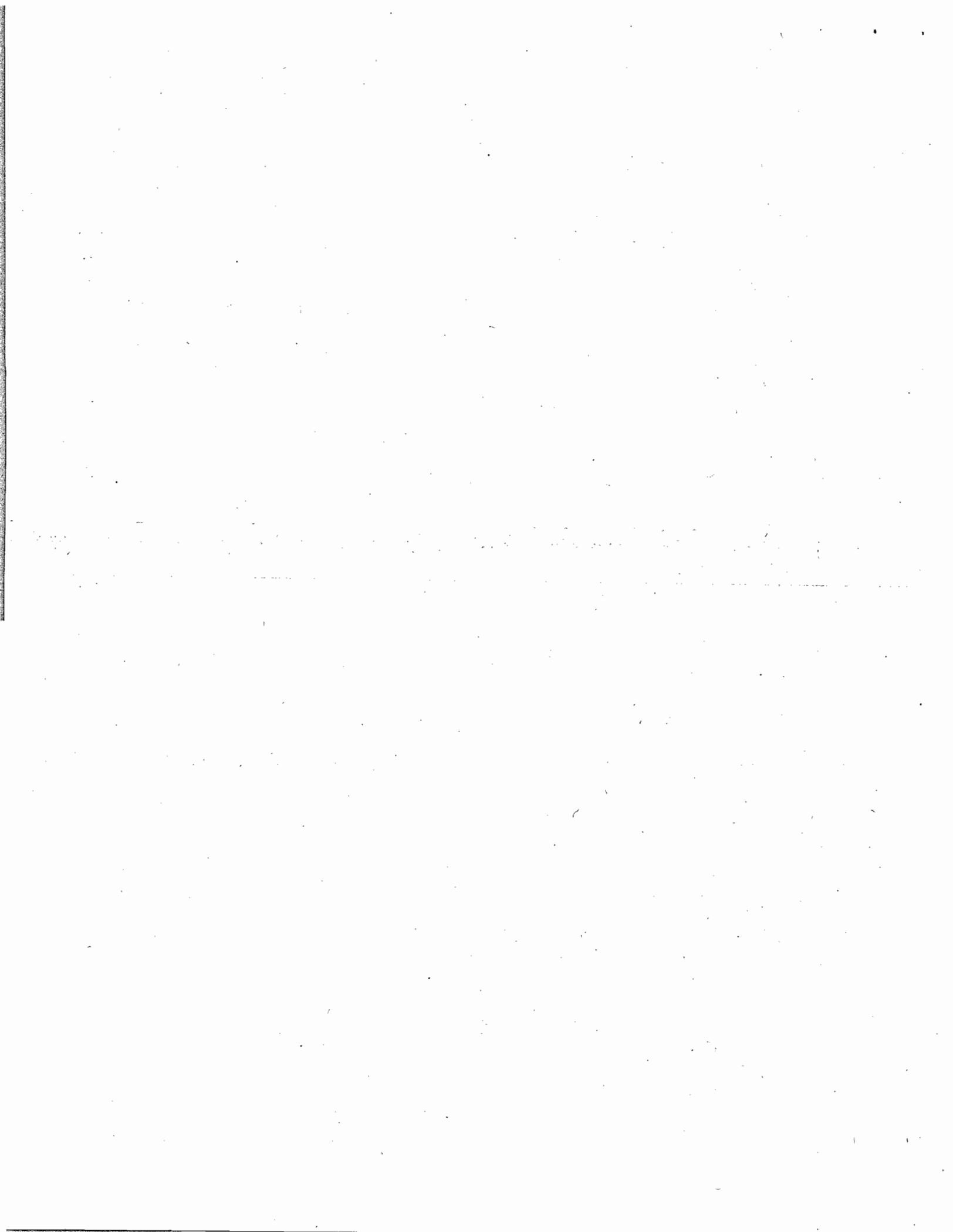
**State of New Hampshire**  
**Department of Transportation**  
**7 Hazen Drive**  
**Concord, NH 03301-0483**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30\*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**Jennifer Porter/JLP***Jennifer Porter*



## Federal Clauses



### **Charter Bus Requirements**

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

### **School Bus Requirements**

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles or facilities.

### **Energy Conservation**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)  
Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### **Clean Water**

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

### **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **Access to Records and Reports**

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA

recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of 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 contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

### **Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

### **Clean Air**

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

### **Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **Contract Work Hours & Safety Standards Act**

Applicability – Contracts over \$100,000

(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 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### **No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will

be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Termination**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the

recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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 recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government Wide Debarment and Suspension (Non Procurement)**

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 49 CFR 29, 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.

### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. 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. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC

623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630; pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

### **Breaches and Dispute Resolution**

All contracts over \$100,000

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

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days 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 recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - 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 recipient 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.

### **Transit Employee Protective Provisions**

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

### **Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor 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 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. 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 from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails 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 recipient.

### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, 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 Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

## **Drug and Alcohol Abuse and Testing**

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

## **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

## **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

## **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

## **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

## **Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

## **Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

## **Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

### **Other Contract Requirements**

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

### **Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

### **Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

### **Environmental Justice**

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

### **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

### **Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

### **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

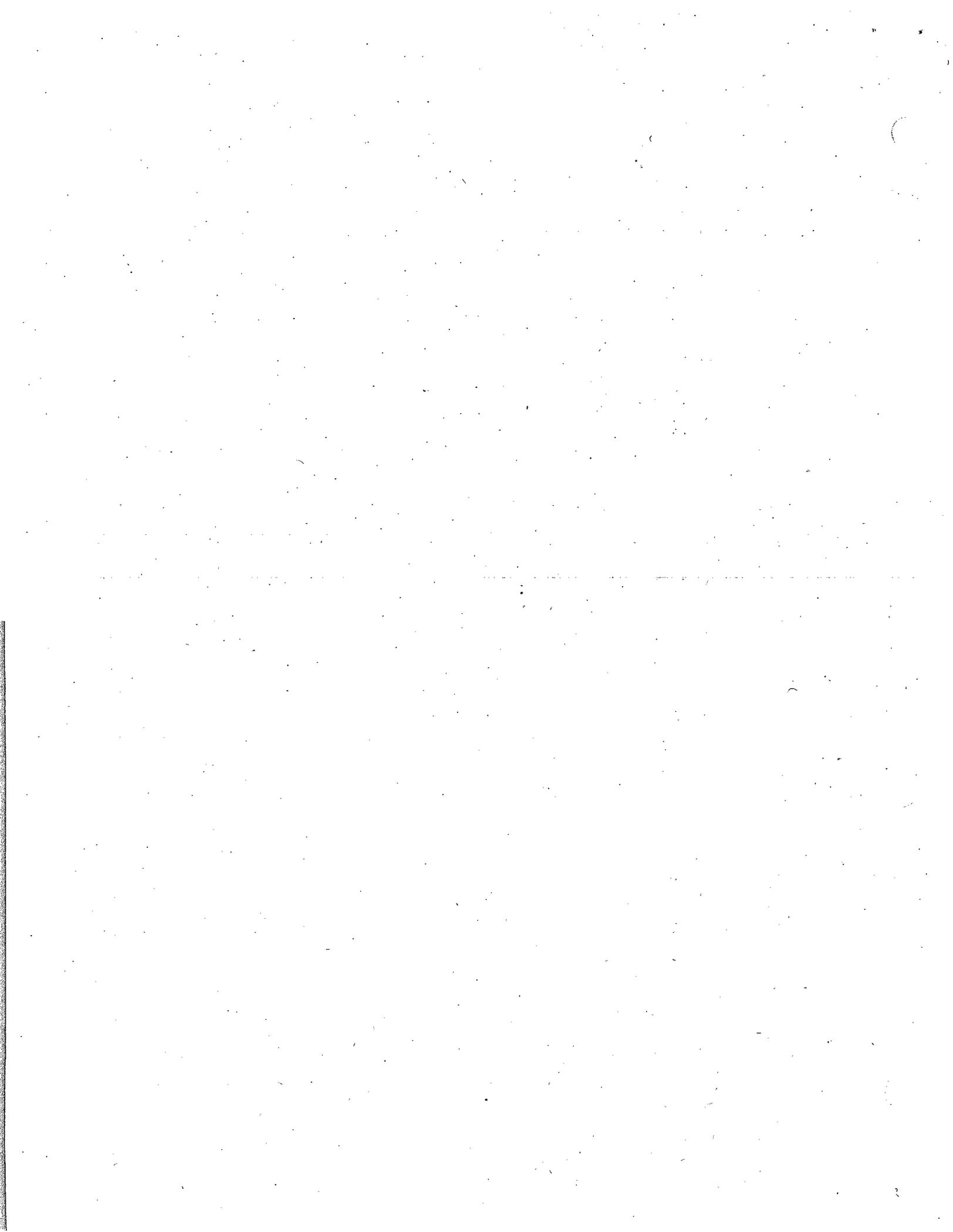
Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

### **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

### **CFDA number for the Federal Transportation Administration**

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.



**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, KENNETH J. HUNTER VICE PRESIDENT, hereby certify  
(Name and title of official)

On behalf of CONCORD COACH LINES, INC that:  
(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 fails 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 failure.*

*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 CONCORD COACH LINES, INC

Type or print name KENNETH J. HUNTER

Signature of authorized representative [Signature] Date 5/10/2012

Signature of notary and SEAL [Signature]

Robert A. Fletcher Notary Public  
My Commission Expires January 25, 2017

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 49 CFR 29, 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.

Contractor CONCORD COACH LINES, INC  
Signature of Authorized Official *Kenneth J. Hunter* Date 5/10/12  
Name and Title of Contractor's Authorized Official KENNETH J. HUNTER  
VICE PRESIDENT

By signing below the Contractor agrees to comply with the applicable Federal Clauses.

Date: MAY 10, 2012

Company Name: CONCORD COACH LINES, INC

Authorized Name: KENNETH J. HUNTER

Signature: 

Title: VICE PRESIDENT



MONTHLY PRODUCTIVITY REPORT

AGENCY:  
FISCAL YEAR:

Vehicle Number:

Reports under:

	JULY	AUGUST	SEP	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	TOTAL
MAXIMUM SERVICE DAYS													0
VEHICLE HOURS													0
REVENUE VEHICLE HOURS													0
VEHICLE MILES													0
REVENUE VEHICLE MILES													0
#RIDERS													0
<b>COSTS/MEASURES</b>													
TOTAL COST													\$0
COST PER MILE													
COST PER HOUR													
COST PER PASSENGER													
<b>RIDERSHIP MEASURES</b>													
#RIDERS	0	0	0	0	0	0	0	0	0	0	0	0	0
RIDERS PER VEHICLE HOUR													0
RIDERS PER VEHICLE MILE													0
RIDERS PER SERVICE DAY													0
<b>FARE COLLECTION</b>													
FARE BOX/TOTAL COST													\$0
FARE PER PASSENGER													
<b>MILES/SERVICE DAY</b>													
MILES/SERVICE DAY													
<b>PERCENT REVENUE HOURS</b>													
PERCENT REVENUE HOURS													
<b>PERCENT REVENUE MILES</b>													
PERCENT REVENUE MILES													
<b>GENERAL SERVICE DAYS</b>													
GENERAL SERVICE DAYS													0

NOTE: Estimates shown in Italics



01 Subrecipient Basic Information

Subrecipient legal name \*

Mailing address line 1 \*

Mailing address line 2

City \*

State \*

Subrecipient acronym

Is this RU-20 form for an Indian Tribe?  Yes  No

Is this subrecipient an intercity bus provider?  Yes  No

Subrecipient ID  (State: #R## or Indian Tribe #T##-###)

Reporting Year End Date \*  (mm/dd/yyyy)

Agency type

P. O. Box

County \*

Zip code \*  (ex: 22222-2222)

URL (website address)

02 Subrecipient Contact Information

Subrecipient contact person

Phone ((555) 123-4567) \*

First name \*

Ex:

Middle Initial

Last name \*

03 Service Area \*

04 Modes (check all that apply) \*

Bus  Demand Response

Vanpool  Other

If bus, is service deviated fixed route or fixed route only?  Yes  No

Describe \*

Financial Information

05 Total Annual Expenses  Operating

Sources of Revenue Funds Expended

06 Fair revenues

07 Contract revenues

08 Local funds

09 State funds

Federal Assistance

10a FTA Capital Program funds (\$5309)

10b FTA Special Needs of Elderly Individuals and Individuals with Disabilities Formula Program funds (\$5310)

10c FTA Other than Urbanized Area Formula funds (\$5311)

10d FTA Tribal Transit funds (\$5311)

10e ARRA Other than Urbanized Area Formula funds (\$5311)

10f ARRA Tribal Transit funds (\$5311)

10g FTA Job Access and Reverse Commute Formula Program funds (\$5316)

10h FTA New Freedom Program funds (\$5317)

10i FTA Alternative Transportation in Parks and Public Lands Program funds (\$5320)

05  Capital

08

09

10a

10b

10c

10d

10e

10f

10g

10h

ARRA TIGGER (Greenhouse Gas and Energy Reduction)

10j Other FTA fun  Describe  10j

10k Other Federal Assistance  Describe\*  10k

11 Total Federal Assistance  Describe\*  11

11a Other Funds  Describe\*  11a

12 Total Annual Revenues Expended  Describe\*  12

Asset / Infrastructure Information

	a	b	c	d	e	f	g	h
13a RV/#	Number of Vehicles in Total Fleet	Vehicle Type	Vehicle Length (in feet)	Seating Capacity	Year of Manufacture	Largest Source of Funding for Purchase / Lease of Vehicles	Number of ADA Accessible Vehicles in Fleet	Ownership Code
13b RV/#	<input type="text"/>	Select <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select <input type="text"/>	<input type="text"/>	Select <input type="text"/>
13c RV/#	<input type="text"/>	Select <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select <input type="text"/>	<input type="text"/>	Select <input type="text"/>
14 Total	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

15 Number of general purpose maintenance facilities

Other Resources

16 Number of volunteer drivers

17 Number of personal vehicles in service

18 Total annual taxicab/unlinked trips

Service Data

	a	b	c	d	e	f	g
19a Bus	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Regular Unlinked Passenger Trips	Sponsored Unlinked Passenger Trips	Total Trips		
19b Demand Response	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
19c Vanpool	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
19d Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
20 Total	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		

Safety Data

21 Reportable Incidents

22 Fatalities

23 Injuries

## GENERAL INFORMATION

**RESERVATIONS** - Reservations are not accepted for Concord Coach Lines. **PHOTO ID** - Photo ID is required for all adult passengers traveling with Concord Coach Lines. Children 17 and under with no photo ID must be accompanied by an adult with a photo ID upon purchasing ticket. **PASSENGER ACCESSIBILITY** - Concord Coach Lines offers Wheelchair Accessible Service with a 48-hour notice. Please call the Information Center at 1-800-639-3317 to make arrangements.

**SCHEDULES** - Every effort will be made to operate according to published schedules. Circumstances sometimes develop beyond our control and accordingly Concord Coach Lines cannot hold itself responsible for errors in timetables, inconvenience or damage resulting from delayed coaches. Connections are not guaranteed and schedules are subject to change without notice. **SMOKING** - Smoking will not be allowed on any Concord Coach Lines coach.

**OBJECTIONABLE PERSONS** - Concord Coach Lines reserves the right to refuse transportation to any person under the influence of intoxicating beverages or drugs or who is unable to take care of themselves or to any person whose conduct or condition is such or likely to be such as to make them objectionable to other passengers. Passengers not wearing shoes or other protective footwear will be denied transportation.

**CHILDREN'S FARES** - Children's fares are available. Please see Ticket Agent or visit our website at [www.concordcoachlines.com](http://www.concordcoachlines.com) for details. **UNACCOMPANIED CHILD** - Children 8-11 years old may travel alone only under the following conditions: the origin agency must be open at the departure time, and the destination agency must be open at the arrival time. There will be no pick-ups or drop-offs at flagstops. Trips must not exceed 5 hours and must be made during daylight hours. Transfers are not permitted. Parent or legal guardian must sign an "Unaccompanied Child Form", which releases Concord Coach Lines from any responsibility. An adult must drop-off and be waiting to meet the child upon arrival. The adult at the destination must provide a personal photo identification showing that they are the person identified on the "Unaccompanied Child Form" before the child is released. The child must pay the adult fare.

**CELL PHONE USE** - Concord Coach Lines discourages the use of cellular phones on all of its motorcoaches with the exception of those situations where a quick message is necessary due to circumstances beyond our control that delay the arrival time of a passenger or travel connection. Concord Coach Lines requests that passengers limit the use of cellular phones as a courtesy to fellow passengers. **BAGGAGE LIABILITY, WEIGHT & LIMITS** - \$250 per full fare ticket, \$125 per half fare ticket. Concord Coach Lines is not liable for loss or damage of luggage delivered to our employees for transportation, in our baggage compartments or in an amount exceeding the aforementioned limits. All luggage must be properly bagged inside and out with identification tags. See Ticket Agent for further details. Drivers/Ticket Agents are not required to lift/load luggage weighing in excess of 50 lbs. See Ticket Agent to weigh your luggage before boarding the bus. Any bag weighing in excess of 50 lbs. will be handled by the passenger. During peak travel periods, passengers will be limited to two (2) bags and one (1) carry-on for a full fare ticket, and one (1) bag and one (1) carry-on for a half fare ticket. For any excess baggage there will be a charge of \$5 per bag. See Ticket Agent for excess baggage ticket.

**ANIMALS** - Federal law prohibits Concord Coach Lines from carrying any and all animals except a service animal accompanying a blind or disabled person. **BICYCLES** - Bicycles may be carried in the baggage compartments when there is sufficient room after all other baggage and express has been loaded. Bicycles must be carried in a separate compartment or placed in such a manner as to not damage any baggage or package express in any way. There is no guarantee that bicycles will be accepted by connecting carriers. **HOLIDAYS** - New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving, and Christmas Day. This schedule does not contain service for Christmas Day - see separate notice for service. Visit [www.concordcoachlines.com](http://www.concordcoachlines.com) for holiday notices.

**WIFI** - All motorcoaches displaying the WiFi logo at the front of the bus are equipped with WiFi. Due to the nature of the technology, there are times when the signal may be lost and Concord Coach Lines is not responsible for interruptions in service that are beyond our control.

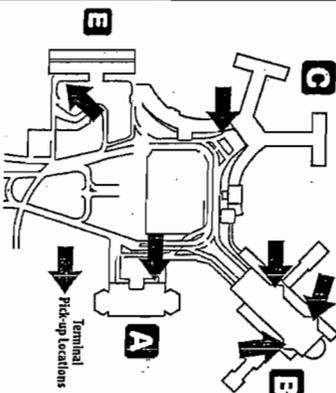
## TICKET AGENCIES AND BUS STOPS

- ▲ BERLIN, NH - Irving Mainway/Circle K, 318 Glen Ave., Route 16
- ▲ BOSTON, MA - South Station Transportation Center, 700 Atlantic Ave. CENTER HARBOR, NH - Village Car Wash & Laundry, Route 25
- ▲ CONCORD, NH - Concord Transportation Center, 30 Stickney Ave.
- ▲ CONWAY, NH - First Stop Market, West Main Street
- ▲ FRANCONIA, NH - Mac's Market, Exit 38 off I-93
- ▲ GORHAM, NH - Irving Mainway/Circle K, 350 Main Street
- ▲ JACKSON, NH - Flag Stop at Covered Bridge, Route 16
- ▲ LINCOLN, NH - Munce's Convenience (Shell), 36 Main Street
- ▲ LITTLETON, NH - Irving Mainway/Circle K, 366 Cottage Street
- ▲ LOGAN AIRPORT, MA - Bus stops at Terminals A, B, C & E (see below)
- ▲ NORTH LONDONDERRY, NH - Trans. Ctr., 4 Symmes Drive, Exit 5 off I-93
- ▲ MANCHESTER, NH - Transportation Ctr. - Downtown, 119 Canal Street
- ▲ MERIDITH, NH - Flag Stop at Public Parking Lot, Route 3
- ▲ NEW HAMPTON, NH - Munce's Convenience (Ciggo), Route 104
- ▲ NORTH CONWAY, NH - Eastern Slope Inn, Route 16/302
- ▲ PINKHAM NOTCH, NH - AMC Camp, Route 16
- ▲ PLYMOUTH, NH - Chase Street Market, 83 Main Street
- ▲ SALEM, NH - Transportation Center, 29 Fairmont Road, Exit 2 off I-93
- ▲ TILTON JCT., NH - Evans Expressmart, Route 3 & I-93 Exit 20
- ▲ WEST OSSISPEE, NH - Watson General Store, Jct. 16 & 25

### Terminals Printed in BOLD

- ▲ AGENCY SYMBOL - Full Service Agency
- ▲ NO TICKET SALES - Bus stop only. You may purchase your ticket on-line.

## LOGAN AIRPORT INFORMATION



Terminal A: Bus pick up at the "Scheduled Buses" sign.  
Terminal B: Outside of US Airways, American Eagle and American baggage claim, look for the blue "Bus" sign.  
Terminal C: Bus pick up at the "Scheduled Buses" sign.  
Terminal D: Walk to Terminal C.  
Terminal E: Outside of baggage claim, take a right and walk to the end of the curb to the sign that says "Logan Express/Scheduled Buses."

Departure times for Logan begin at Terminal A. All Logan Airport arrival and departure times listed in our timetables are for Terminal A. All other time stops are approximate: for Terminal B, add 2 minutes; Terminal C, add 4 minutes; Terminal E, add 5 minutes.

Questions? Check out our FAQ page at [www.concordcoachlines.com](http://www.concordcoachlines.com).

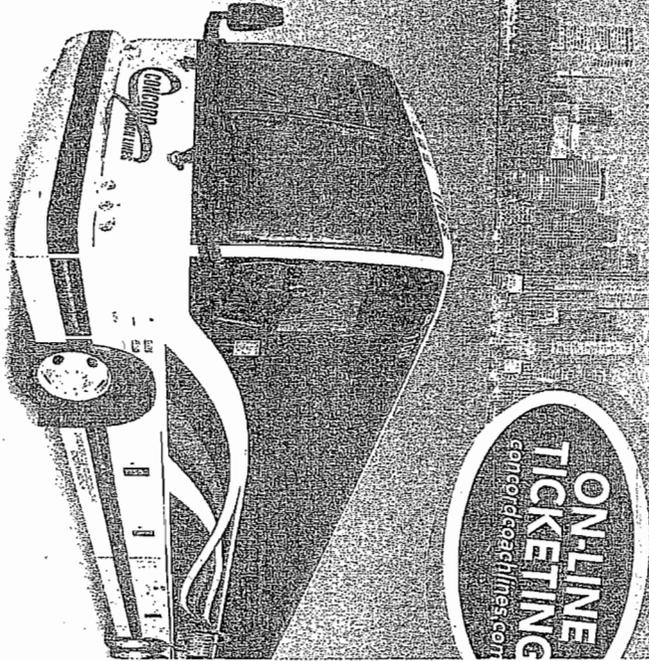
1-800-639-3317  
TDD: 1-603-228-3522  
Please arrive at terminal/agency at least 20 minutes prior to departure time.  
For Boston South Station and Downtown Crossing

# NEW HAMPSHIRE

Schedule Effective October 30, 2011

# CONCORD COACH LINES

Serving communities in New Hampshire to Boston's South Station and Logan International Airport



Why would anyone drive?  
1-800-639-3317

# NEW HAMPSHIRE

**CONCORD - BOSTON - LOGAN AIRPORT**

Schedule No.	1	5	7	11	17	21	27	29	31	33	39
Concord NH	LV	5:00	7:00	8:00	9:00	11:00	1:00	2:00	3:00	5:00	7:00
Boston MA (South Station)	AR	6:35	8:45	9:20	10:20	12:20	2:20	3:20	4:20	6:20	8:35
Logan Airport MA	AR	6:55	9:05	9:35	10:35	12:35	2:35	3:35	4:35	6:35	8:50

**LOGAN AIRPORT - BOSTON - CONCORD**

Schedule No.	2	4	8	12	14	16	18	26	32	34	36
Logan Airport MA	LV	7:15	9:25	11:25	1:40	2:40	3:40	4:40	5:40	7:40	9:25
Boston MA (South Station)	LV	8:00	10:00	12:01	2:15	3:15	4:15	5:15	6:15	8:15	10:00
Concord NH	AR	9:50	11:15	1:15	3:30	4:35	5:30	6:30	7:35	9:30	11:20

**BERLIN - CONWAY - NEW HAMPTON**

Schedule No.	21	33	39	2	4	216	16
<b>NORTHBOUND</b>							
Logan Airport MA	LV	7:40		LV			3:40
Boston MA (South Station)	LV	7:50		LV			4:15
Salem NH (Exit 2)		8:07		8:35		4:35	
North Londonderry NH (Exit 5)		8:20		8:55		4:55	
Manchester NH (Downtown)		8:30		9:15		5:15	
Concord NH		8:45		9:40		5:40	
Concord NH		9:10					5:35
Tilton Jct NH		9:37					5:40
New Hampton NH		9:45		11:55			6:00
Meredith NH (Exit 2)		10:00		12:15			6:20
Center Harbor NH				12:25			D6:35
West Ossipee NH				12:32			6:42
Conway NH				1:05			7:15
North Conway NH				1:20			7:30
Jackson NH (Exit 2)				1:35			7:40
Plunkham Notch NH (A.M.C.)							7:52
Gorham NH							D8:15
Berlin NH							8:30
							8:40

**LITTLETON - PLYMOUTH - TILTON**

Schedule No.	17	219	31	39	2	216	26
<b>NORTHBOUND</b>							
Logan Airport MA	LV	6:50		LV	7:15		5:40
Boston MA (South Station)	LV	7:00		LV	8:00		6:15
Salem NH (Exit 2)		7:25		8:35		4:35	
North Londonderry NH (Exit 5)		8:00		9:00		4:55	7:10
Manchester NH (Downtown)		8:25		9:20		5:15	
Concord NH		9:00		9:50		5:40	7:35
Tilton Jct NH				10:15			8:00
Plymouth NH				10:45			8:30
Lincoln NH				11:15			9:00
Franconia NH				D11:35			D9:20
Littleton NH				11:45			9:30

**CONCORD - MANCHESTER - N. LONDONDERRY - SALEM - BOSTON - LOGAN AIRPORT**

Schedule No.	1 (MON-FRI)	219	39
Concord NH	LV	5:00	7:00
Manchester NH (Downtown)	LV	5:30	7:30
North Londonderry NH (Exit 5)	LV	5:30	7:30
Salem NH (Exit 2)	AR	6:35	8:35
Boston MA (South Station)	AR	6:50	8:50
Logan Airport MA	AR	6:50	8:50

**LOGAN AIRPORT - BOSTON - SALEM - N. LONDONDERRY - MANCHESTER - CONCORD**

Schedule No.	2	216	36
Logan Airport MA	LV	7:15	9:25
Boston MA (South Station)	LV	8:00	10:00
Salem NH (Exit 2)	AR	8:35	D10:35
North Londonderry NH (Exit 5)	AR	9:00	10:55
Manchester NH (Downtown)	AR	9:20	11:20
Concord NH	AR	9:50	

## FREQUENCY CODES

All schedules are DAILY (7 days a week) unless otherwise noted.

Shaded trips/times operate less than daily. See below for individual schedule for more information.

**Catching the bus at Logan? Look for the bus marked "Concord," except Schedule #2 the bus will be marked "Portland."**

AM - Light Type   PM - Bold Type	Flag Stop
Bus stops at Exits 2 & 5 before continuing to Boston.	%
Look for the bus marked "Portland." Bus stops at Exits 2, 5 and Downtown Manchester before continuing to Concord.	+
Bus stops at Exits 2 & 5 before continuing to Concord.	**
Operates Monday-Friday, except holidays.	D

Bus stops at Exit 5 before continuing to Boston Monday-Friday & stops at Exits 5 & 2 before Boston Saturday-Sunday.

Trip will stop at Exit 5 Fridays ONLY during Plymouth State fall and spring semesters. College notices are posted at [www.concordcoaches.com/collegenotices](http://www.concordcoaches.com/collegenotices).

Trip will stop at Exit 5 Sundays ONLY during Plymouth State fall and spring semesters.

Drop-off ONLY

The following trips operate via State St., Park St., and Tufts Monday-Friday except Holidays: Schedules #1, 5 & 7. This schedule does not contain service for Christmas Day. Holiday and service notices are posted online at [www.concordcoaches.com](http://www.concordcoaches.com) or find us on Facebook or follow us on Twitter to stay updated.

**IMPORTANT SECURITY INFORMATION:** For everyone's safety and security, baggage and carry-on items may be opened for inspection. Do not leave baggage unattended or watch someone else's bag for them. Baggage cannot be left in the care of a Concord Coach Lines employee at any terminal or agency.

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*A photo ID is required at time of boarding.*

*Don't forget to bring your printed boarding passes.*

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