

37D *Jan*



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



*Victoria F. Sheehan*  
*Commissioner*

*William Cass, P.E.*  
*Assistant Commissioner*

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

Bureau of Rail & Transit  
April 15, 2019

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an agreement with the Cooperative Alliance for Seacoast Transportation, (Vendor 155553), Dover, New Hampshire, for an amount not to exceed \$325,384.00 for coordinated transportation services for seniors and individuals with disabilities, for the period July 1, 2019 through June 30, 2020, effective upon approval by Governor and Council. 100% Federal Funds.

Funding for this agreement is contingent upon the availability of funds in Fiscal Year 2020.

	<u>FY 2020</u>
04-96-96-964010-2916	
Public Transportation	
072-500575 Grants to Non-Profits-Federal	\$325,384.00

**EXPLANATION**

Cooperative Alliance for Seacoast Transportation (COAST) has been awarded funding from the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) program to provide expanded transportation services in the Region 10 Southeast Region Coordinating Council (RCC) service area. COAST will act as the lead agency to ensure the provision of accessible demand response transportation services for seniors and individuals with disabilities within the region, and will support mobility management and strategic planning activities in cooperation with the Region 10 Southeast Region Coordinating Council.

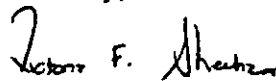
The Section 5310 RCC funds were allocated by region according to a formula based on regional populations of residents over 65 and those between the ages of 5-64 with disabilities. Each individual RCC was responsible for conducting its own project solicitation, evaluation, and prioritization and then submitting one regional application for eligible Section 5310 RCC projects through an approved lead agency. Southeast Region Coordinating Council designated the COAST as the lead agency for Region 10 and tasked the COAST with applying for Section 5310 RCC funds on behalf of Region 10. As required by FTA, all projects are identified in a locally developed coordinated public transit-human services transportation plan.

COAST, in conjunction with its regional partners as applicable, will provide the required non-federal matching funds. 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 will verify the necessary funds are available pending enactment of the Fiscal Year 2020 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 that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments

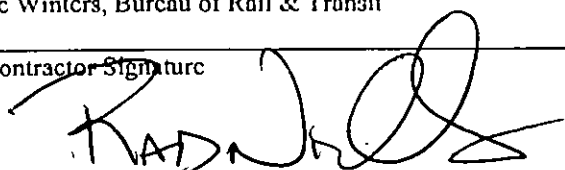
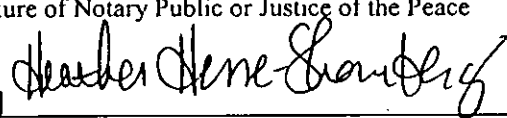
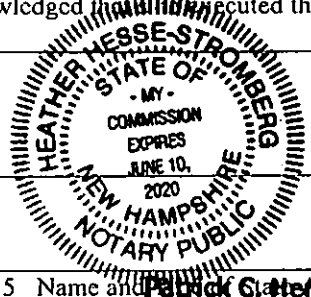

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address John O. Morton Building 7 Hazen Drive PO Box 483 Concord, NH 03302-0483	
1.3 Contractor Name Cooperative Alliance for Seacoast Transportation		1.4 Contractor Address 42 Sumner Drive Dover, NH 03820	
1.5 Contractor Phone Number 603-743-5777	1.6 Account Number 04-96-96-964010-2916 072-500575	1.7 Completion Date 06/30/2020	1.8 Price Limitation \$325,384
1.9 Contracting Officer for State Agency Michelle Winters, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory RAD NICHOLS, Exec. Dir.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stafford</u> On <u>APRIL 11, 2019</u> On <u>RAD NICHOLS</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that 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 HEATHER HESSE-STROMBERG, NOTARY			
1.14 State Agency Signature  Date: <u>4/22/19</u>		1.15 Name and Title of State Agency Signatory Patrick Glatthly Director Aeronautics, Rail and Transit	
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) (if applicable) By: <u>Christina Wilson</u> On: <u>5/2/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials ACW  
Date 7/11/18

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

*RCW*  
4/11/19

## EXHIBITS TO CONTRACT

EXHIBIT A      Scope of Services

EXHIBIT B      Budget

EXHIBIT C      Special Conditions

Certificate of Corporate Vote

Certificate of Insurance

Federal Clauses

2 CFR Part 200

Social Service Documents to Include:

501 (c)

Financial Report

Board of Directors

Key Personnel and Salaries

Resumes

Cooperative Alliance for Seacoast Transportation

**EXHIBIT A**

**SCOPE OF SERVICES**

1. The Contractor, Cooperative Alliance for Seacoast Transportation, (hereinafter the “Contractor”) will provide transportation services as described in its Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Regional Coordinating Council (RCC) grant application to the New Hampshire Department of Transportation, Bureau of Rail and Transit (hereinafter “NHDOT”). The Contractor will serve as the lead agency for Region 10 Southeast for FTA Section 5310 RCC funds to provide accessible transportation services to seniors and individuals with disabilities in cooperation with the Region 10 Southeast RCC. This project is for the time period July 1, 2019 – June 30, 2020. The Contractor’s grant application is hereby incorporated by reference and made part of this agreement. The Contractor agrees to provide all services indicated in the grant application unless modified per this agreement.
2. The following terms and conditions apply to all of the services provided by the Contractor pursuant to this agreement:
  - A. Mobility management activities, and as applicable, transportation services, subcontractors, and maximum reimbursement rates, shall consist of those submitted in the Contractor’s 5310 RCC application or as subsequently modified by NHDOT through written notification to the Contractor. Further amendments to mobility management activities, transportation services, subcontractors, and/or maximum reimbursement rates require RCC approval, as documented in official minutes, as well as written approval from the Commissioner of the Department of Transportation or his/her designee (hereinafter the “Commissioner”).
  - B. All services provided shall conform to FTA Section 5310 guidelines. Per FTA requirements, the Contractor shall be responsible for oversight of subrecipients and contractors relative to FTA requirements.
  - C. The Contractor shall ensure the provision of ADA accessible services within the region. Any marketing materials, brochures, and other service information shall describe it as ADA accessible. It is acceptable for a subcontractor that does not utilize accessible vehicles to contract with an accessible provider in order to meet this requirement.
  - D. The Contractor must fulfill its contractual obligations and provide its scope of services throughout the contract period regardless of mobility management expenses exceeding the maximum allowed to be reimbursed.



- E. The Commissioner may require the Contractor to provide additional transportation services or to reduce transportation services provided under this contract. Any alterations to such transportation services shall be submitted in writing by the Commissioner to the Contractor. The Contractor shall implement the alterations within thirty (30) days unless another timeframe is agreed to by the Commissioner and the Contractor.
  
- F. Services shall last the entire contract period. As necessary, the Contractor shall establish trip priorities to ensure funds are not expended prematurely.

**EXHIBIT B**

**BUDGET**

- I. The Contract price, as defined in Section 1.8 of the General Provisions, is the Federal Transit Administration Section 5310 portion of the eligible project. Federal Funds are granted as follows:

	SFY 2020
<b>FTA Section 5310</b>	
<b>Contracted Services</b>	\$180,00.00
<b>Mobility Management</b>	\$145,384.00
<b>Total FTA Section 5310 Funds</b>	<b>\$325,384.00</b>

- II. The Contractor may seek reimbursement for these funds by submitting a monthly or quarterly invoice for the total eligible expenses less a 20% agency match to the NHDOT. The invoice must include verification of source(s) of matching funds and statements from service providers to support the request for matching funds. Mobility management costs shall be itemized and include such information as required to support the request. The Contractor will verify that reimbursement is for non-Medicaid eligible trips only.
- III. NHDOT reserves the right to determine whether the expenses submitted are eligible for reimbursement based on FTA guidelines, regulations, and statutes. The Contractor shall keep all documentation related to expenses incurred in relation to this agreement for a period of three (3) years, shall make such documents available for inspection to NHDOT upon reasonable notice, and shall ensure that all subrecipients and contractors do so as well.

**Cooperative Alliance for Seacoast Transportation**

**EXHIBIT C**

**SPECIAL PROVISION**

Cooperative Alliance for Seacoast Transportation is not required to have a Certificate of Good Standing because it is an established "public body" under RSA 239-A:2

# TITLE XX TRANSPORTATION

## CHAPTER 239 COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

### Section 239:2

**239:2 Cooperative Alliance for Seacoast Transportation Established.** – There is hereby established a public body corporate and politic having a distinct legal existence separate from the state and not constituting a department or agency of the state government to be known as the Cooperative Alliance for Seacoast Transportation, also known as COAST. The public purpose of COAST is to acquire, own, and operate or cause to be operated a regional mass transportation system.

**Source.** 1985, 185:1, eff. July 27, 1985.

# State of New Hampshire

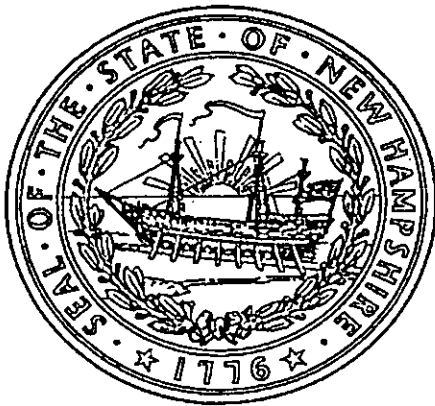
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on July 27, 1985. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 63198

Certificate Number: 0004481823



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2019.

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

William M. Gardner  
Secretary of State




## Certificate of Authority


The Executive Committee of the Board of Directors of the Cooperative Alliance for Community Transportation (COAST) hereby authorizes COAST Executive Director Rad Nichols to execute a contract with the State of New Hampshire Department of Transportation for FTA Section 5310 grant funds as described in the March 27, 2019 correspondence from New Hampshire Department of Transportation's Public Transportation Transit Grant's Coordinator, Paula Bennett.

The COAST Board of Directors' authorization is so granted under RSA 239:5 and provided to Executive Director Rad Nichols.

THEREFORE: The following warrant that this authorization was granted to COAST Executive Director Rad Nichols by the Executive Committee of COAST Board of Directors by majority vote of the Committee at its April 11, 2019 meeting.

  
\_\_\_\_\_  
Dave Sandmann  
Chair, COAST Board of Directors

April 11, 2019  
Date

  
4/11/19





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

# CERTIFICATE OF INSURANCE

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

This is to certify that: Cooperative Alliance for Seacoast Transportation Certificate #: 4  
42 Sumner Drive  
Dover, NH 03820

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

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input type="checkbox"/> If yes, describe under Description of Operations below	01/01/2019-01/01/2020	P000843NHMTA2019	Bodily Injury By Accident	\$1,000,000
			Bodily Injury by Disease Policy Limit	\$1,000,000
			Bodily Injury by Disease Each Person	\$1,000,000
Description of Operations:				
ADDITIONAL COMMENTS:				

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

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

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

NHDOT, Bureau of Rail and Transit  
Attn: Paula Bennett, Transit Grants Coordinator  
7 Hazen Drive, PO Box 48  
Concord, NH 03302

Authorized Representative

Concord, NH  
Office

603-224-7337  
Phone Number

04/03/2019  
Date Issued



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2019

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		<b>CONTACT NAME:</b> Carrie Morgan <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-1331 <b>E-MAIL ADDRESS:</b> cmorgan@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> RLI Ins Co <b>NAIC #</b> 13056	
<b>INSURED</b> Cooperative Alliance for Seacoast Transportation DBA: COA DBA: COAST 42 Sumner Drive Dover NH 03820		<b>INSURER B:</b> RLI Insurance Co. <b>INSURER C:</b> Lloyds of London <b>INSURER D:</b> Philadelphia Indemnity <b>INSURER E:</b> RT Specialty, LLC <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 18-19 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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			LCB0014455	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Employee Dishonesty \$ 500,000
D	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Employee dishonesty			PHPK1902835	11/1/2018	11/1/2019	Employee Dishonesty \$ 500,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			LFB0018983	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LXB0010395	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Abuse & Molestation			SNL02281A18	11/1/2018	11/1/2019	Aggregate/per victim \$1 Mil/\$1 Mil
E	Public Official Bond			POL0951406	11/1/2018	11/1/2019	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Confirmation of Coverage

**CERTIFICATE HOLDER**

Paula.Bennett@dot.nh.gov

NHDOT, Bureau of Rail and Transit  
 Attn: Paula Bennett  
 7 Hazen Drive, PO Box 483  
 Concord, NH 03302-0483

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Brian Parsons/JSC

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## Federal Clauses

**Fly America Requirements** – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

**Charter Bus Requirements** – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 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 use 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** – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, 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. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

**Energy Conservation** – Applicability – All Contracts except micro-purchases (\$10,000 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** – Applicability – All Contracts and Subcontracts over \$250,000. 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 \$250,000 financed in whole or in part with FTA assistance.

**Lobbying** – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$250,000 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 \$250,000 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 (\$10,000 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 \$250,000.
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** – Applicability – All Contracts except micro-purchases (\$10,000 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 recipient 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** – Applicability – All contracts over \$250,000. 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 \$250,000 financed in whole or in part with FTA assistance.

**Recycled Products** – Applicability – 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 \$250,000

(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 micropurchases (\$10,000 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 (\$10,000 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 \$250,000

- 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 (Nonprocurement)** – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

**Contracts Involving Federal Privacy Act Requirements** – Applicability – 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 (\$10,000 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** – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating

assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal. (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**Breaches and Dispute Resolution** – Applicability – All contracts over \$250,000 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 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. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

**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** - Applicability - Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project,

(2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and

(3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

**Disadvantaged Business Enterprise (DBE)** - Applicability - Contracts over \$10,000 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/offers 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.

**Prompt Payment** - Applicability - All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

**Incorporation of Federal Transit Administration (FTA) Terms** - Applicability - All contracts except micro-purchases (\$10,000 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 & Alcohol Abuse and Testing** – Applicability – Operational service contracts except micro-purchases (\$10,000 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 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.



## Other Federal Requirements:

**Full and Open Competition** - In accordance with 49 U.S.C. § 5325(h) 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 the 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, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, 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** - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

**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.

**Geographic Preference** - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201 ).

**Federal Single Audit Requirements** - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 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" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). 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 the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B—Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. 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.

**Veterans Preference** - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **Safe Operation of Motor Vehicles**

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

**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.

**The CFDA number for the Federal Transit Administration** - Nonurbanized Area Formula (Section 5311) is 20.509. 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," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) 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.

**Organizational Conflicts of Interest** - The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, RANDY NICHOLS, EXEC. DIR., hereby certify (Name and title of official)  
On behalf of CAST 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 hereto.

Name of Bidder/Company Name CAST  
Type or print name RANDY NICHOLS  
Signature of Authorized representative [Signature] Date 4/11/19  
Signature of notary and SEAL Heather Hesse Stromberg



## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

### Certification

Contractor Coast

Signature of Authorized Official [Signature]

Date 4/11/19

Name and Title of Contractor's Authorized Official Paul Nichols, Executive Director



Contract Agreement  
New Hampshire Department of Transportation  
And  
Cooperative Alliance for Seacoast Transportation

The Subrecipient, Cooperative Alliance for Seacoast Transportation, shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances.

This subaward includes information required by 2 CFR Part 200 as follows:

Subrecipient Name: **Cooperative Alliance for Seacoast Transportation**

Subrecipient DUNS number: **005905067**

Federal Award Identification Number (FAIN): **1385-2019-2**

Type of Federal Award: **Section 5310 RCC** Federal Award Date: **7/1/19**

Period of Performance:

FFY: 2020 Start Date: **7/1/19** End Date: **6/30/20**

Federal Funds Obligated by the Action:

For SFY: 2020 Section: **5310 RCC** Amount: **\$325,384.00**

Total Amount of Federal Funds Obligated to Subrecipient:

For SFY: 2020 Section: **5310 RCC** Amount: **\$325,384.00**

Total Amount of Federal Award:

Section: **5310 RCC** Amount: **\$325,384.00**

Catalog of Federal Domestic Assistance (CDFA) number: **20.513** FFY: **2020**

Federal Award Project Description: Funding to enhance mobility for seniors and individuals with disabilities

*(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))*

Is this award for research and development: **No**

Provide the indirect cost rate for the federal award: **10%**

Name of Federal Awarding Agency: **Federal Transit Administration**

Grantee: **New Hampshire Department of Transportation**

Contact Information for Awarding Official:

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

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

**Internal Revenue Service**

Department of the Treasury

Attachment #17

District 5310 RCC Grant SFY20  
 Director COAST/ACT

P.O. Box 1680, GPO Brooklyn, N.Y. 11202

Date: OCT 01 1984

Cooperative Alliance for Seacoast  
 Transportation  
 1 Water Street  
 Exeter, NH 03833

Employer Identification Number:  
 02-0362579  
 Our Letter Dated:  
 August 31, 1982  
 Person to Contact:  
 H. Lawrence  
 Contact Telephone Number:  
 (617) 223-6434

Gentlemen:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the Code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service has given notice that you would be removed from classification as a section 170(b)(1)(A)(vi) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


 District Director

cc:

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION  
FINANCIAL STATEMENTS AND SUPPLEMENTAL DATA  
FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017**

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**F.G. BRIGGS, JR., CPA  
PROFESSIONAL ASSOCIATION**

*Ninety Eight Salmon Street  
Manchester, New Hampshire 03104*

**FREDERICK G. BRIGGS, JR., CPA  
ABBY T. DAWSON, CPA**  

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**DIANE M. RONAN, CPA  
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**TELEPHONE: 603-868-1340  
FAX 603-868-6751  
WWW.FGBRIGGSJRCPA.COM**

**MEMBERS OF THE  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS**  

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**MEMBER FIRM OF AICPA  
PRIVATE COMPANIES  
PRACTICE SECTION**

**INDEPENDENT AUDITOR'S REPORT**

December 31, 2018

To the Board of Directors  
Cooperative Alliance for Seacoast Transportation

**Report on the Financial Statements**

We have audited the accompanying financial statements of the Cooperative Alliance for Seacoast Transportation (a nonprofit organization), which comprise the statements of financial position as of September 30, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Cooperative Alliance for Seacoast Transportation as of September 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

***Other Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of grant expenditures are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 31, 2018, on our consideration of the Cooperative Alliance for Seacoast Transportation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Cooperative Alliance for Seacoast Transportation's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cooperative Alliance for Seacoast Transportation's internal control over financial reporting and compliance.



F. G. BRIGGS, JR., CPA  
PROFESSIONAL ASSOCIATION



COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION  
 STATEMENTS OF FINANCIAL POSITION  
 SEPTEMBER 30, 2018 AND 2017

ASSETS

	<u>2018</u>	<u>2017</u>
<b>Assets</b>		
Cash and equivalents	\$ 668,943	\$ 657,585
Accounts receivable - grants	299,178	347,490
Accounts receivable - other	126,637	147,351
Prepaid expenses	33,963	39,179
Inventories	98,304	74,023
Structures and equipment, net	<u>4,975,600</u>	<u>5,267,658</u>
<b>TOTAL ASSETS</b>	<u>\$ 6,202,625</u>	<u>\$ 6,533,286</u>

LIABILITIES AND NET ASSETS

<b>Liabilities</b>		
Accounts payable	\$ 70,227	\$ 103,835
Accrued expenses	284,177	289,871
Refundable advances	<u>9,081</u>	<u>23,367</u>
<b>TOTAL LIABILITIES</b>	<u>363,485</u>	<u>417,073</u>
<b>Net Assets</b>		
Unrestricted net assets	<u>5,839,140</u>	<u>6,116,213</u>
Total Net Assets	<u>5,839,140</u>	<u>6,116,213</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 6,202,625</u>	<u>\$ 6,533,286</u>

See Notes to Financial Statements

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION**  
**STATEMENTS OF ACTIVITIES**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
<b>UNRESTRICTED NET ASSETS</b>		
<b>Support</b>		
Federal grants - operating and planning	\$ 3,104,499	\$ 2,456,106
State and local match - operating and planning	1,300,171	1,705,003
Ridership revenue	783,191	817,076
Advertising revenue	266,530	269,598
Other revenue	7,008	16,184
Interest income	604	450
<b>Total Unrestricted Support</b>	<u>5,462,003</u>	<u>5,264,417</u>
<b>Expenditures</b>		
Operations	4,993,607	4,741,664
Planning	407,166	443,528
<b>Total Expenditures</b>	<u>5,400,773</u>	<u>5,185,192</u>
<b>Change in Net Assets from Operations</b>	<u>61,230</u>	<u>79,225</u>
<b>Other Changes</b>		
Federal grants - capital	600,437	137,653
Local match - capital	41,549	-
Depreciation	(980,289)	(907,941)
<b>Total Other Changes</b>	<u>(338,303)</u>	<u>(770,288)</u>
<b>Change in Unrestricted Net Assets</b>	<u>(277,073)</u>	<u>(691,063)</u>
<b>Change in Net Assets</b>	<u>(277,073)</u>	<u>(691,063)</u>
<b>Net Assets, Beginning of Year</b>	<u>6,116,213</u>	<u>6,807,276</u>
<b>Net Assets, End of Year</b>	<u>\$ 5,839,140</u>	<u>\$ 6,116,213</u>

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION  
 STATEMENTS OF CASH FLOWS  
 FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
<b>Cash Flows From Operating Activities</b>		
Change in net assets	\$ (277,073)	\$ (691,063)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	980,289	907,941
(Increase) decrease in accounts receivable	69,026	103,666
(Increase) decrease in inventories	(24,281)	(19,403)
(Increase) decrease in prepaid expense	5,216	38,140
Increase (decrease) in accounts payable	(4,844)	(8,317)
Increase (decrease) in accrued expenses	(5,694)	27,420
Increase (decrease) in refundable advances	(14,286)	(43,978)
Total Adjustments	<u>1,005,426</u>	<u>1,005,469</u>
Net cash provided by (used for) operating activities	<u>728,353</u>	<u>314,406</u>
 <b>Cash Flows For Investing Activities</b>		
Payments for the purchase of property and equipment	<u>(716,995)</u>	<u>(196,725)</u>
Net cash used for investing activities	<u>(716,995)</u>	<u>(196,725)</u>
 Net increase (decrease) in cash and cash equivalents	11,358	117,681
 Cash and equivalents, beginning of year	<u>657,585</u>	<u>539,904</u>
 Cash and equivalents, end of year	<u>\$ 668,943</u>	<u>\$ 657,585</u>

See Notes to Financial Statements

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2018**

**NOTE 1: NATURE OF THE ORGANIZATION**

Cooperative Alliance for Seacoast Transportation (COAST) is organized as a Public Nonprofit Corporation and was formed in 1982 to promote and provide public mass transportation for southeastern New Hampshire. The organization provides administrative, planning, para-transit, and coordination services. COAST receives approximately 61% of its funding directly from the federal government. The balance of its funding comes from local sources, primarily municipalities served by the transit routes.

The accompanying financial statements have been prepared in accordance with the Standards of Accounting and Financial Reporting for Not-for-Profit Organizations as promulgated by the American Institute of Certified Public Accountants. They are stated on the accrual basis and include all material accounts receivable and payable.

COAST follows the recommendations of the Financial Accounting Standards Board as applicable to not-for-profit organizations. These standards require contributions received be recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. These standards also require the reporting of information regarding its financial position and activities according to three classes of net assets, as applicable: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization reflects all resources used for operations as unrestricted since any restricted revenues are generally received and spent in the same year.

No allowance for doubtful accounts has been reflected since management believes all accounts receivable to be collectible. Accounts receivable will be considered delinquent based on the contractual terms of the agreement. COAST does not assess interest on outstanding or past-due balances.

Structures and equipment are stated at cost if purchased or fair market value if contributed. Depreciation is recorded on the straight-line method over a two to twenty-five year period. Expenditures for additions, renewals and betterments of buildings and equipment, unless of a relatively minor amount, are capitalized. Expenditures for maintenance and repairs are expensed as incurred.

Inventory, which consists of fuel and bus parts, is stated at the lower of cost or market.

No income tax provision has been included in the financial statements of COAST since it is a not-for-profit entity exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. It has been classified as an organization that is not a private foundation. COAST has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record.

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2018**

**NOTE 1: NATURE OF THE ORGANIZATION (continued)**

For purposes of the statement of cash flows, COAST considers all unrestricted, highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Costs have been allocated between program and administrative services based on services benefited.

The value of contributed service of transit drivers is included in these statements. The value of contributed services of other volunteers is not reflected in these statements since there is no objective measurement available for such services.

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, and reported revenues and expenses.

The Organization expenses advertising costs as incurred.

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

**NOTE 2: CONCENTRATION OF CREDIT RISK**

COAST maintains two bank accounts with Federal Savings Bank that at times exceed the Federal Deposit Insurance Corporation (FDIC) limit of \$250,000. At September 30, 2018, the bank balance was \$664,648.

The majority of the funding for COAST is received directly from the Federal Government. Accounts receivable at September 30, 2018 includes \$220,543 from the Federal Government and \$78,635 from the State of New Hampshire.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2018

NOTE 3: STRUCTURES AND EQUIPMENT

Structures and equipment consist of the following components at September 30, 2018 and 2017.

	<u>2018</u>	<u>2017</u>
Structures, land and leasehold improvements	\$ 1,088,260	\$ 1,079,485
Equipment, vehicles and furniture	9,581,806	9,268,646
Amenities and miscellaneous	<u>527,083</u>	<u>527,083</u>
	11,197,149	10,875,214
Accumulated depreciation	<u>(6,221,549)</u>	<u>(5,607,556)</u>
	<u>\$ 4,975,600</u>	<u>\$ 5,267,658</u>

Included in these figures are four vehicles which are not currently used in operations by COAST. The vehicles are used by community agencies in the provision of transit services for the elderly and disabled. COAST retains the title to these vehicles and would take possession of the vehicles if these services were to cease. The book value of these vehicles at September 30, 2018 and 2017 was \$112,500 and \$167,585, respectively.

NOTE 4: REFUNDABLE ADVANCES

COAST recognizes conditional income from grants as services are provided and conditions are met. Funds received in advance are recorded as refundable advances.

NOTE 5: OPERATIONS

Transit operation expenditures are detailed in the Supplemental Data "Grant Expenditures - Operating Grants." Costs are recorded in accordance with the FTA as set forth in its National Transit Database Uniform System of Accounts. Reimbursement rates are 50%, 80% or 85%. Preventive maintenance and facility expenses are included in maintenance.

NOTE 6: PENSION PLAN

COAST set up a SIMPLE pension plan during the year ended September 30, 2002. The organization matches employee contributions up to three percent of salaries. The cost for the years ended September 30, 2018 and 2017, respectively, were \$39,059 and \$37,926.

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2018**

**NOTE 7: CONTINGENT LIABILITIES**

COAST receives money from the federal government under grants. Under the terms of these grants, COAST is required to use the money within the grant period for purposes specified in the grant proposals. If the expenditures of the grant were found not to be in compliance with the proposal, COAST might be required to repay the grantor's funds. The federal government also has an interest in equipment purchased with federal funds. Because specific amounts, if any, have not been determined by grantor agency audits as of September 30, 2018, no provision has been made for this contingency.

**NOTE 8: COLLABORATION**

During the year ended September 30, 2009, COAST and Stafford Network (a nonprofit organization) formed a working committee known as the Alliance for Community Transportation (ACT) for the purposes of establishing and advancing a transportation brokerage network in the area. COAST has agreed to receive grant funding and provide human resource and oversight of the Manager of Coordination Planning and Operations. COAST also provides dispatch and operational support. Planning expenditures for this project in the amount of \$236,494, and related revenue of \$220,714, are included in the financial statements for the year ended September 30, 2018. Included in the 2018 figures is the value of volunteer drivers contributed services in the amount of \$1,211.

**NOTE 9: LEASE COMMITMENTS**

During the year ended September 30, 2015, COAST engaged in a lease for rental of its office facilities. For the years ended September 30 2018 and 2017, the Organization incurred rent expense in the amount of \$27,000 and was allotted contributions from the Lessor in the amount of \$3,000. The lease also calls for the Company to pay a pro rata share of the utilities and internal maintenance and repairs. The lease agreement for the property expired on March 15, 2018 at which point a tenancy at will agreement began with the same terms of the original lease.

**NOTE 10: PURCHASE COMMITMENTS**

The Organization has a commitment to purchase software and related service at a cost of \$144,560 to be paid over three years.

**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2018**

**NOTE 11: SUBSEQUENT EVENTS**

Subsequent events have been evaluated through December 31, 2018, which is the date the financial statements were available to be issued.



**COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION**  
**SUPPLEMENTAL DATA**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2018**

**Grant Expenditures - Operating Grants**

	<u>Transportation</u>	<u>Maintenance</u>	<u>Total Operations</u>	<u>Admin- istration</u>	<u>Total Expenses</u>
Drivers' salaries	\$ 1,253,349	\$ -	\$ 1,253,349	\$ -	\$ 1,253,349
Supervisor salaries	815,987	332,062	1,148,049	260,227	1,408,276
Payroll taxes	156,765	25,032	181,797	19,625	201,422
Benefits	313,143	85,532	398,675	92,390	491,065
Insurance and other fees	64,155	346,678	410,833	28,455	439,288
Advertising	26,334	-	26,334	86,885	113,219
Consulting services	24,921	9,057	33,978	82,514	116,492
Mechanical services	-	119,828	119,828	-	119,828
Facilities cleaning	266	8,861	9,127	10,760	19,887
Fuel/oil	420,008	-	420,008	-	420,008
Tires, parts and supplies	74,707	196,277	270,984	6,016	277,000
Occupancy	-	35,997	35,997	27,000	62,997
Dues and subscriptions	1,515	-	1,515	5,546	7,061
Travel and training	10,515	1,026	11,541	6,181	17,722
Telephone	10,763	-	10,763	14,393	25,156
Office supplies	4,167	-	4,167	16,670	20,837
<b>Total Expenditures</b>	<u>\$ 3,176,595</u>	<u>\$ 1,160,350</u>	<u>\$ 4,336,945</u>	<u>\$ 656,662</u>	<u>\$ 4,993,607</u>

**Federal Match**

NH-90-X159	\$ 1,230
NH-2016-005	255,472
NH-2017-009	<u>2,524,079</u>

**Total Match** \$ 2,780,781

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION  
 SUPPLEMENTAL DATA  
 FOR THE YEAR ENDED SEPTEMBER 30, 2018

Grant Expenditures - Other Grants

	<u>ACT Regional Coordination</u>	<u>Financial &amp; Strategic Planning</u>	<u>Travel Demand Management</u>	<u>Total Operations</u>
<b>Administrative Expenditures</b>				
Salaries and benefits	\$ -	\$ 42,200	\$ -	\$ 42,200
Office and administrative expenses	9,182	2,807	769	12,758
<b>Program Expenditures</b>				
Salaries	150,469	-	63,890	214,359
Benefits	57,918	-	22,237	80,155
Marketing	-	-	38,769	38,769
Volunteer driver hours	1,211	-	-	1,211
Contract services	60	-	-	60
Maintenance	1,231	-	-	1,231
Occupancy	12,208	-	-	12,208
Other expenses	4,215	-	-	4,215
<b>Total Expenditures</b>	<u>\$ 236,494</u>	<u>\$ 45,007</u>	<u>\$ 125,665</u>	<u>\$ 407,166</u>

<b>Federal Match</b>	
NH-2016-005	\$ 11,176
NH-2017-009	157,858
	<u>169,034</u>

<b>Pass-Through State of New Hampshire</b>	
NH-1385-2017-5	105,902
NH-1385-2018	48,782
	<u>154,684</u>

**Total Match**      \$ 323,718

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION  
SUPPLEMENTAL DATA  
FOR THE YEAR ENDED SEPTEMBER 30, 2018

Grant Expenditures - Capital Grants

Capital Expenditures

Vehicles	\$ 506,654
Structures and improvements	8,775
Equipment	<u>230,803</u>
<b>Total Expenditures</b>	<b><u>\$ 746,232</u></b>

Federal Match

NH-90-X159	\$ 60,742
NH-90-X199	40,360
NH-2016-005	22,116
NH-2017-009	<u>477,219</u>
<b>Total Match</b>	<b><u>\$ 600,437</u></b>

See Notes to Financial Statements



Attachment #12  
5310 RCC Grant SFY20  
COAST/ACT

## 2018-2019 COAST Board of Directors Contact Information

\* = Executive Committee Member

### BOARD MEMBERS

Name, Title, Contact Information	Representing	Email Address	Member Since
<b>DAVE SANDMANN, CHAIR*</b>	At-Large		2011
<b>JULIET T.H. WALKER, VICE CHAIR*</b> Planning Director, City of Portsmouth 1 Junkins Avenue Portsmouth, NH 03801 Tel: 603-610-7296	City of Portsmouth	jthwalker@cityofportsmouth.com	2012
<b>SCOTT BOGLE*</b> Senior Transportation Planner Rockingham Planning Commission 156 Water Street Exeter, NH 03833 Tel: 603-778-0885	Rockingham Planning Commission	sbogle@rpc-nh.org	2001
<b>ARTHUR CAPELLO*</b> Town Administrator Town of Farmington 356 Main Street Farmington, NH 03835 Tel: 603-755-2208	Town of Farmington		2017
<b>BLAINE COX</b> City Manager, City of Rochester 31 Wakefield St. Rochester, NH 03867 Tel: 603-332-1167	City of Rochester	blaine.cox@rochesternh.net	2018
<b>STEVE FOURNIER</b> Town Administrator Town of Newmarket 186 Main Street Newmarket, NH 03857 Tel: 603-659-3617 x.1200	Town of Newmarket	sfournier@newmarketnh.gov	2012

Name, Title, Contact Information	Representing	Email Address	Member Since
<b>DENIS HEBERT</b> Planning Board Chair Town of Newington 205 Nimble Hill Rd. Newington, NH 03801 Tel: 603-436-7640	Town of Newington	denisann@comcast.net	2016
<b>COLIN LENTZ</b> Transportation Planner Strafford Reg. Planning Commission 150 Wakefield St., Suite 12 Rochester, NH 03867 Tel: 603-994-3500	Strafford Regional Planning Commission	clentz@strafford.org	2014
<b>MARTIN PEPIN</b> City Councilor, City of Somersworth Tel: 603-692-4436 (Home)	City of Somersworth	mpepin@comcast.net	2012
<b>DENNIS SHANAHAN, SECRETARY *</b> City of Councilor, City of Dover 288 Central Avenue Dover, NH 03820 Tel: 603-534-3750 (Cell)	City of Dover	d.shanahan@dover.nh.gov	2018
<b>DAVE SHARPLES</b> Town Planner Town of Exeter 10 Front Street Exeter, NH 03833 Tel: 603-773-6112	Town of Exeter	dsharples@exeternh.gov	2018
<b>MARIA STOWELL</b> Manager of Engineering Pease Development Authority 55 International Drive Portsmouth, NH 03801 Tel: 603-766-9296	Pease Development Authority	Maria.stowell@peasedev.org	2002
<b>SHELLEY WINTERS</b> Public Transportation Administrator NH DOT Bureau of Rails and Transit 7 Hazen Drive, P.O. Box 483 Concord, NH 03302 Tel: 603-271-3497	NH Department of Transportation	Shelley.winters@dot.nh.gov	2013
<b>THOMAS WRIGHT</b> Chair, Berwick Selectmen Town of Berwick 96 Cemetery Road, Berwick, ME 03801 Tel: 207-698-5326	Town of Berwick	57wright@comcast.net	2018

\* = Executive Committee Member

**BOARD MEMBERS BY REPRESENTATION**

Representing	Name, Title, Contact Information	Email Address	Member Since
AT-LARGE	DAVE SANDMANN, CHAIR*		2011
CITY OF DOVER	DENNIS SHANAHAN City of Councilor 288 Central Avenue Dover, NH 03820 Tel: 603-534-3750 (Cell)	d.shanahan@dover.nh.gov	2018
CITY OF PORTSMOUTH	JULIET T.H. WALKER, VICE CHAIR* Planning Director 1 Junkins Avenue Portsmouth, NH 03801 Tel: 603-610-7296	jthwalker@cityofportsmouth.com	2012
CITY OF ROCHESTER	BLAINE COX City Manager, City of Rochester 31 Wakefield St. Rochester, NH 03867 Tel: 603-332-1167	blaine.cox@rochesternh.net	2018
CITY OF SOMERSWORTH	MARTIN PEPIN City Councilor		2012
ROCKINGHAM PLANNING COMMISSION	SCOTT BOGLE* Senior Transportation Planner 156 Water Street Exeter, NH 03833 Tel: 603-778-0885	sbogle@rpc-nh.org	2001
STRAFFORD REGIONAL PLANNING COMMISSION	COLIN LENTZ Transportation Planner 150 Wakefield St., Suite 12 Rochester, NH 03867 Tel: 603-994-3500	clentz@strafford.org	2014
TOWN OF FARMINGTON	ARTHUR CAPELLO* Town Administrator 356 Main Street Farmington, NH 03835 Tel: 603-755-2208	farmingtonta@metrocast.net	2017
TOWN OF NEWINGTON	DENIS HEBERT Planning Board Chair		2016

**ALTERNATES**

Name, Title, Contact Information	Representing	Email Address	Member Since
<b>DONNA BENTON</b> Assistant City Planner, City of Dover 288 Central Avenue Dover, NH 03820 Tel.: 603-516-6008	City of Dover <i>Alternate</i>	d.benton@dover.nh.gov	2015
<b>JEN CZYSZ</b> Executive Director, SRPC 150 Wakefield St., Suite 12 Rochester, NH 03867 Tel: 603-994-3500	Strafford Regional Planning Commission <i>Alternate</i>	jczysz@strafford.org	2018
<b>RUSSELL DEAN</b> Town Manager, Town of Exeter 10 Front Street Exeter, NH 03833 Tel: 603-778-0591 x. 102	Town of Exeter <i>Alternate</i>	rdean@exeternh.gov	2018
<b>MARTIN DUMONT, Sr.</b> City Councilor, City of Somersworth Tel: 603-692-5257	City of Somersworth <i>Alternate</i>	madumont@somersworth.com	2017
<b>ERIC EBY</b> Parking & Transportation Engineer City of Portsmouth 680 Peverly Hill Road Portsmouth, NH 03801 Tel: 603-766-1415	City of Portsmouth <i>Alternate</i>	ebeby@cityofportsmouth.com	2012
<b>CAROL GULLA</b> Executive Director Trans. Assistance for Seacoast Citizens (TASC) 200 High Street, Hobbs House Hampton, NH 03842 Tel: 603-926-9026	At-Large <i>Alternate</i>	coordinator@tasc-rides.org	2017
<b>TIM ROACHE</b> Executive Director, RPC 156 Water Street Exeter, NH 03833 Tel: 603-778-0885	Rockingham Planning Commission <i>Alternate</i>	troache@rpc-nh.org	2018

Representing	Name, Title, Contact Information	Email Address	Member Since
TOWN OF NEWMARKET	STEVE FOURNIER Town Administrator 186 Main Street, Newmarket, NH 03857 Tel: 603-659-3617 x.1200	sfournier@newmarketnh.gov	2012
TOWN OF EXETER	DAVE SHARPLES Town Planner 10 Front Street Exeter, NH 03833 Tel: 603-773-6112	dsharples@exeternh.gov	2018
PEASE DEVELOPMENT AUTHORITY	MARIA STOWELL Manager of Engineering 55 International Drive Portsmouth, NH 03801 Tel: 603-766-9296	Maria.stowell@peasedev.org	2002
NH DEPARTMENT OF TRANSPORTATION	SHELLEY WINTERS Public Transportation Administrator 7 Hazen Drive, P.O. Box 483 Concord, NH 03302 Tel: 603-271-3497	Shelley.winters@dot.nh.gov	2013
TOWN OF BERWICK	THOMAS WRIGHT Chair, Berwick Selectmen		2018



## ALTERNATES BY REPRESENTATION

Representing	Name, Title, Contact Information	Email Address	Member Since
<b>AT-LARGE</b> <i>Alternate</i>	<b>CAROL GULLA</b> Executive Director, TASC 200 High Street, Hobbs House Hampton, NH 03842 Tel: 603-926-9026	coordinator@tasc-rides.org	2017
<b>CITY OF DOVER</b> <i>Alternate</i>	<b>DONNA BENTON</b> Assistant City Planner 288 Central Avenue Dover, NH 03820 Tel: 603-516-6008	d.benton@dover.nh.gov	2015
<b>CITY OF PORTSMOUTH</b> <i>Alternate</i>	<b>ERIC EBY</b> Parking & Trans. Engineer 680 Peverly Hill Road Portsmouth, NH 03801 Tel: 603-766-1415	ebeby@cityofportsmouth.com	2012
<b>CITY OF ROCHESTER</b> <i>Alternate</i>	OPEN		
<b>CITY OF SOMERSWORTH</b> <i>Alternate</i>	<b>MARTIN DUMONT, Sr.</b> City Councilor Tel: 603-692-5257	madumont@somersworth.com	2017
<b>STRAFFORD REG. PLANNING COMMISSION</b> <i>Alternate</i>	<b>JEN CZYSZ</b> Executive Director 150 Wakefield St., Suite 12 Rochester, NH 03867 Tel: 603-994-3500	jcysz@strafford.org	2018
<b>ROCKINHAM PLANNING COMMISSION</b> <i>Alternate</i>	<b>TIM ROACHE</b> Executive Director 156 Water Street Exeter, NH 03833 Tel: 603-778-0885	troache@rpc-nh.org	2018
<b>TOWN OF EXETER</b> <i>Alternate</i>	<b>RUSSELL DEAN</b> Town Manager 10 Front Street Exeter, NH 03833 Tel: 603-778-0591 x. 102	rdean@exeternh.gov	2018

Attachment #13  
5310 RCC Grant SFY20  
COAST/ACT

**Key Project Personnel and Salaries**

Jeff Donald, \$60,964 (FY19)

## PROFESSIONAL EXPERIENCE

COAST, Dover, NH

2013 – Present

*Community Transportation Manager*

- Manage TripLink, a regional call center that handles ride requests for COAST's ADA Paratransit Service and three other transportation programs. Recruit additional partner agencies to reduce overhead costs and provide seamless service for transportation users. Develop business rules and policies for new partners.
- Provide staff support for the multi-agency Regional Coordination Council of Community Transportation for Southeast NH (ACT).
- Manage a \$400,000 budget, including applying for federal grants. Apply for local grants and develop other income streams to serve as local match to Federal Transit Administration grants.
- Oversee and collaborate with the software vendor developing scheduling and coordination software used by multiple agencies as part of a coordinated transportation network. COAST serves as one of five pilot sites in the state working with NH Department of Transportation to develop a software product that can be used throughout New Hampshire.

COAST, Dover, NH

2011 – 2013

*Assistant Manager of Coordination*

- Worked with the Manager of Coordination as staff support for ACT, the Regional Coordination Council of Community Transportation for Southeast NH, comprising many of the region's community transportation providers, social service agencies, and community health centers, and covering 38 communities.
- Fostered the development of volunteer driver programs throughout the region by providing technical assistance and staff support to grassroots supporters, including municipal staff, faith communities, and active communities. One such group, Ready Rides, began providing transportation services in February 2013.
- Updated service gap analysis of all 38 municipalities' transportation resources.
- Recruited riders and volunteer drivers for COAST's North Bus, a wheelchair accessible minibus providing access to grocery stores, pharmacies, and shopping to rural towns north of Rochester.

STOUT OAK FARM, Brentwood, NH

2010 – Present

*Co-Owner*

- Co-owner of an organic vegetable farm that distributes its produce through a CSA, a farm store, the Exeter Farmers' Market, and sales to local restaurants via Three River Farmers Alliance.
- Assist farm manager in capital and marketing planning and decision-making.
- Management of mini-orchard and land stewardship.

NH CENTER FOR NONPROFITS, Concord, NH

2010 – 2011

*Program Coordinator*

- Successfully coordinated approximately 70 workshops and 4 conferences. This included the 3-day New Hampshire Grants Institute and an annual Leadership Summit.
- Received a monetary bonus for the successful management of the "2010 Nonprofit Leadership Summit".
- Assisted the IT Director in improving the accuracy, reliability, and functionality of the primary database in which all pertinent information was held. This improved data entry time and decreased errors.
- Wrote press releases and e-blasts and designed flyers to promote Center events.

## VOLUNTEER EXPERIENCE

CONSERVATION COMMISSION, Brentwood, NH

2013 – present

**Chair**

- Represent the interests of local agriculture and conservation land owners on the Brentwood Conservation Commission.
- Help determine if the town should issue wetland permits and how funding should be spent on conservation projects.
- Began serving as Chair of the Conservation Commission as of April 2017.

SEACOAST EAT LOCAL, Newington, NH

2006 – 2012

**Secretary, Board of Directors**

- Served on the board of a mostly volunteer organization, helping to publish *Seacoast Harvest*, volunteering at the winter farmers' markets, and working collaboratively with similar organizations.
- Participated in fundraising, strategic planning, and was a founding board member.

## EDUCATION

University of New Hampshire, Durham, NH

**Master of Public Administration**

Recognition received: Outstanding Part-Time M.P.A. Student, 2007

Internship: Rockingham Planning Commission

**B.A., French, minor in Political Science**

## PROFESSIONAL DEVELOPMENT

Strengthening Your Facilitation Skills Workshop, UNH Cooperative Extension, 2017

Introduction to Basic Project Management, UNH Professional Development & Training, 2016

Certified Community Transit Manager, 2014

Intro to Travel Training, 2014

Community Transportation Association of America Conference, 2012 – 2014, 2016, 2018

Volunteer Management Training Series (VMTS), Points of Light Institute, 2012

New England Grassroots Environment Fund RootSkills - Group Skills & Development, 2011

NH Grants Institute, 2009

New England Grassroots Environment Fund Retreat - Grants and Donor Fundraising Workshop, 2008

## **RAD C. NICHOLS**

### **PROFESSIONAL EXPERIENCE:**

**Cooperative Alliance for Seacoast Transportation (COAST)**  
Dover, NH

**Executive Director, September 2007 – Present**

**Interim Executive Director, June 2007 – September 2007**

**Manager of Operations & Planning, December 2001 – June 2007**

**Program Manager, September 1999 – December 2001**

- Develop and implement system policies, programs, objectives and procedures in conformance with COAST Board of Directors policies and directives.
- Responsible for assuring the operation of the system in the safest, most efficient and cost-effective manner consistent with Board of Directors policies and objectives.
- Directly supervise the Director of Operations, Director of HR & Compliance, Community Transportation Manager, TMA Manager, and Bookkeeper.
- Participate in community affairs and represent the best interest of the community and COAST.
- Maintain channels of communication with City, Town, State and Federal officials and citizens who may have an impact or direct involvement with the transit system.

**Senior Mass Transit Planner, Merrimack Valley Planning Commission**  
Haverhill, MA, November 1998 – September 1999

- Responsible for conducting multi-modal transportation planning as it relates to the more efficient and effective movement of individuals, goods and services throughout the Merrimack Valley Region.
- Assist the Merrimack Valley Regional Transit Authority (MVRTA) with short and long-range planning necessary to implement the MVRTA Strategic and Regional Mobility Plans.
- Provide additional technical assistance and analyses to the MVRTA; to include; National Transit Database data collection, assessments of compliance with federal and state certifications and assurances, identification of alternative sources of funding and monitoring compliance with ADA.
- Assist the MVRTA with the implementation of the federal Welfare to Work and the federal/state Access to Jobs initiatives. Investigate perceived and real barriers to the successful implementation of both programs and the coordination of multiple state/pseudo state agencies and contractors around the issue of successfully transitioning individuals from welfare to work.
- Conduct outreach, provide technical support, initiate analyses and provide recommendations to the MVRTA Board on the annual regional Transportation Demand Management (TDM) Program.
- Actively participate in the River Road Transportation Demand Management Association, a private non-profit coalition of employers in the River Road area of Andover, and provide technical support and coordinate activities as necessary.
- Provide technical advice, recommendations and support to the Merrimack Valley Metropolitan Planning Organization (MVMPO), MVMPO Transportation Committee and the MVRTA Technical Advisory Committee on Elderly and Disabled Transportation.

**Operations Analyst, Massachusetts Bay Transportation Authority Advisory Board**  
Boston, MA, December 1996 - October 1998

- Monitored service performance and conducted analyses of MBTA transit operations to include: heavy and light rail, bus, trackless trolley, commuter rail, commuter boat and

paratransit.

- Initiated, researched and submitted final draft performance reports on service-related issues to the 78-member Advisory Board and its committees (Service and Commuter Rail).
- Participated in the development and evaluation of the MBTA Annual Service Plan as the Advisory Board's representative to the MBTA Service Planning Technical Advisory Committee.
- Assisted with the annual review of the MBTA operating budget.
- Actively participated in the formation of a new transit advocacy coalition, TransitWorks, formed to improve the quality and increase the use of all modes of transit in metropolitan Boston. Liaison for the Maintenance and Service and Operations sub-committees.
- Acted as the Advisory Board's representative to the Boston Metropolitan Planning Organization (MPO), Joint Regional Transportation Committee and other transportation related public meetings as required.
- Contributed to the quarterly production of the Advisory Board newsletter.

**Assistant Executive Director, Cooperative Alliance for Seacoast Transportation  
Durham, NH, Sept. 1993 – December 1996**

- Responsible for the administration of all Federal, state and local grants awarded to COAST. Responsibilities included; acting as liaison with the FTA, NHDOT, MEDOT, USNH; applying for and administering all federal, state and local assistance programs, and; administering all certifications and compliance documents as required by federal, state and local bodies.
- Provided technical advice and recommendations to 40+ person Board of Directors on organizational efforts and responsibilities, including the execution of Board directives, community relations, contractual agreements, annual budgets, long range capital and financial planning and fundraising.
- Coordinated and/or researched special projects, including the planning and development of support for existing services and for executing new services, a new regional transportation coordination program and numerous ongoing and new capital projects.
- Actively involved in the Seacoast MPO at both the technical and policy levels.
- Developed and initiated both private and public sector involvement with COAST through the promotion of public transit services and contracting opportunities.
- Acted as COAST representative at state and local public hearings, town/city finance committee meetings, town/city meetings, regional MPO meetings and other public meetings as required.
- Responsible for serving as the Acting Executive Director during the absence of the Executive Director.

**Data Conversion Specialist/Project Coordinator, East Coast Mapping, Inc.  
Bedford, NH, May 1993 - Sept. 1993**

- Responsible for creating digital map databases through manual and automated methods for multiple New England municipalities.
- Recorded map progression, including cartographic errors, for internal and external customers.
- Job coached, and problem solved with fellow employees.

**EDUCATION:**

University of New Hampshire, Durham, NH  
Bachelor of Science, May 1991  
Resource Economics

GPA: 3.1

HONORS: Richard A. Andrews Award

· References Available Upon Request ·