



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Planning and Community Assistance
May 14, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment with the Contoocook Valley Transportation Company (Vendor # 167604), Peterborough, NH, by extending the completion date from June 30, 2013 to June 30, 2014 effective upon Governor and Council approval. This is a time extension only, requiring no additional funds.

EXPLANATION

This contract with the Contoocook Valley Transportation Company was originally approved by Governor and Council on June 22, 2011 as item #361.

Contoocook Valley Transportation Company (CVTC) is a private, nonprofit organization, which provides coordinated public transportation and rideshare services. As part of this amendment, Contoocook Valley Transportation Company will continue to maintain its online regional Rideboard service that is available to anyone traveling through or within the Monadnock Region, and complete creating an interface to RidePro software. Contoocook Valley Transportation Company serves the communities of Alstead, Antrim, Bennington, Chesterfield, Dublin, Fitzwilliam, Frankestown, Gilsum, Greenfield, Greenville, Hancock, Harrisville, Hinsdale, Jaffrey, Keene, Marlborough, Marlow, Nelson, New Ipswich, Peterborough, Richmond, Rindge, Roxbury, Sharon, Stoddard, Sullivan, Surry, Swanzey, Temple, Troy, Walpole, Westmoreland, Winchester, and Windsor.

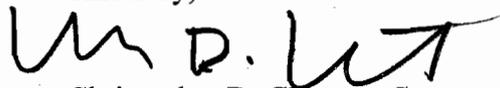
The total contract amount (not to exceed \$155,000) is unchanged. Work on this project is currently 75% complete, and by June 30, 2013, \$35,000 will be left to be spent on this extended work.

Original Completion Date
By this Amendment

June 30, 2013
June 30, 2014

The amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed amended 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.

Sincerely,

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

Christopher D. Clement, Sr.
Commissioner

Amendment to Contract # 4001381 between the State of NH Department of Transportation and Contoocook Valley Transportation Company (approved 6/22/2011, Item #361).

This contract amendment changes the completion date for the. All other provisions will remain in effect.

ARTICLE I Section F. Date of Completion has been amended to read as follows:

F. DATE OF COMPLETION

The date of completion for the Planning services rendered under this AGREEMENT shall be June 30, 2014.



Contoocook Valley Transportation Company

*Creating, coordinating and delivering
transportation solutions
for the Monadnock Region*

April 16, 2013

RECEIVED
DEPARTMENT OF
TRANSPORTATION

APR 24 2013

William Watson, Jr., Administrator
NH Department of Transportation
Bureau of Planning and Community Assistance
7 Hazen Drive
Concord, NH 03301

**BUREAU OF
Planning and Community Assistance**

Dear Bill:

Contoocook Valley Transportation Company (CVTC) is requesting a "time only extension" on the Rideshare grant, FY 2012-2013 UPWP, X-1740. We were awarded \$85,000 with \$15,000 specifically allocated for software costs to create an interface between our regional *Rideboard* and the state's *RidePro/Trapeze*. This project did not take place, therefore leaving the money "on the table." I am pleased to make a request for general support for CVTC's *Monadnock Rideshare* program, as these funds will assist in keeping the doors open, thus maintaining *Rideshare* and our mantra "Why Not Carpool?" as a transportation option for citizens in the Monadnock region.

With no further funding through NH DOT for *Rideshare*, the outlook is challenging. This has forced CVTC Board of Directors to make drastic changes.

The good news is that CVTC will continue with the online *Rideboard* and toll-free telephone access, serving all 35 towns in the region. *Rideshare* will continue to be marketed via our web-site, organization newsletters, the media, arts and sports groups, and through relationships with a variety of transportation organizations in the region and state-wide. The bad news is that without continued funding through NH DOT, the full-time *Rideshare* Program Manager position will be eliminated on June 30, 2013. Reduced allocation of time will impact employer outreach, onsite events and customized marketing plans. The Executive Director will manage the entire program with some necessary modifications.

The proposed budget for these funds is as follows:

5316 Unused Funds	Amount	Match Needed at 20%	Tasks
Contract Services – Website	\$500.00	\$125.00	Hosting & Technical Support
Emergency Ride-Home	\$200.00	\$50.00	
Internet & Telephone	\$840.00	\$210.00	% of overall cost
% Payroll Taxes	\$1,425.00	\$356.25	
% of Salary for Executive Director	\$12,035.00	\$3008.75	See next page for tasks
TOTAL	\$15,000.00	\$3,750.00	\$18,750.00

The cash match will come from public support including municipal contributions, corporate and individual donations, and foundations. The time-frame for the extension would end no later than June 30, 2014. We would continue to bill NH DOT on a monthly basis unless otherwise directed.

Specific tasks for the Executive Director to keep Monadnock Rideshare up and running include:

- Serve as primary contact for this program.
- Maintain regular scheduled administrative tasks in approving submitted ride requests and ride postings, via the *Rideboard*.
- Represent CVTC and Monadnock Rideshare at Monadnock Transportation Management Association (MRTMA), Commute-Green NH, as well as Monadnock Regional Coordinating Committee for Community Transportation.
- Collaborate on future of state-wide rideshare program with key organizations, as mentioned above.
- Maintain relationship with Business Member Partners (currently there are three) to provide services including on-site visits, raffle prizes for staff that are ridesharing, and articles for company newsletters.

These funds will assist in maintaining a smooth transition from a full-time dedicated staff person down to quarter-time staff support. Please know we are appreciative of this opportunity to utilize these funds and we thank you for your initial encouragement. Please call if you have any questions.

Most Sincerely,

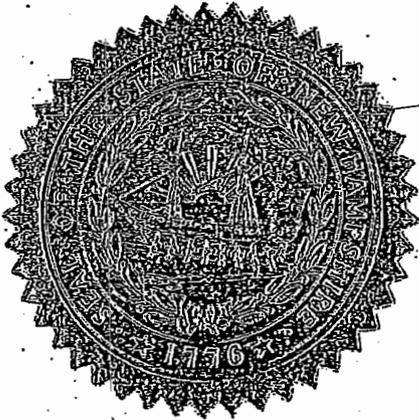
A handwritten signature in black ink, appearing to read "Ellen A. Avery", with a long, sweeping horizontal flourish extending to the right.

Ellen A. Avery
Executive Director

State of New Hampshire
Department of State

CERTIFICATE

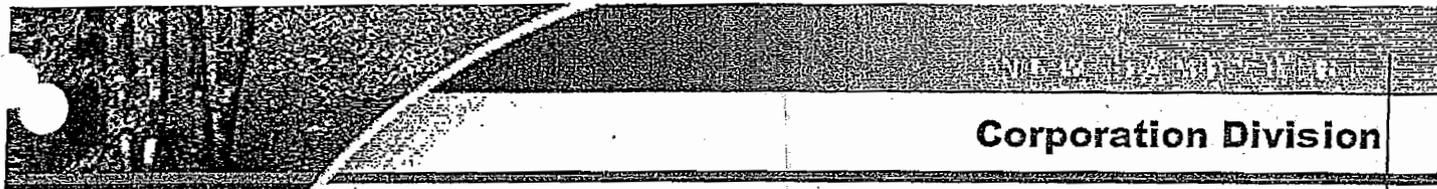
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Contoocook Valley Transportation Company is a New Hampshire nonprofit corporation formed September 3, 2008. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2012

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

William M. Gardner
Secretary of State



Corporation Division

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

Filed Documents
 Date: 4/8/2013 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Contocook Valley Transportation Company	Legal

Non-Profit Corporation - Domestic - Information

Business ID:	601866
Status:	Good Standing
Entity Creation Date:	9/3/2008
Principal Office Address:	375 Jaffrey Road Suite 3 Peterborough NH 03458
Principal Mailing Address:	No Address
Expiration Date:	Perpetual
Last Annual Report Filed Date:	12/15/2010
Last Annual Report Filed:	2010

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

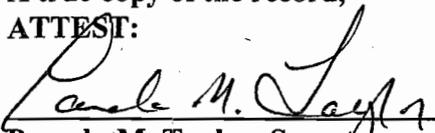
Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to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

CERTIFICATE OF CORPORATE VOTE

I, Pamela M. Taylor, Secretary of the Contoocook Valley Transportation Company, do hereby certify that:

1. The Directors of the Corporation unanimously voted at a regular Board meeting on 15 April 2013, pursuant to the bylaws of the Corporation to authorize Ellen Avery, Executive Director of the Corporation, to execute all contracts on behalf of the Corporation.
2. Ellen Avery, Executive Director of this Corporation, is hereby authorized on behalf of the Corporation to enter into said contract with the State of New Hampshire, acting through its Department of Transportation and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of May 10, 2013 (date contract signed).

A true copy of the record,
ATTEST:


Pamela M. Taylor, Secretary
Contoocook Valley Transportation Company

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On May 10th 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me to be the Secretary of the corporation identified in the forgoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal


Notary Public Justice of the Peace



5.10.13
Date

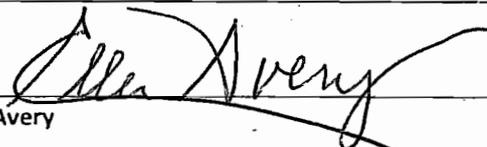
**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT X , proposed subconsultant , hereby certifies that it has , has not X , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has , has not X , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Contoocook Valley Transportation Company (CVTC)

(Company)

By:


Ellen A. Avery

Executive Director

(Title)

Date:

May 10, 2013

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Executive Director and duly-authorized representative of the firm of Contoocook Valley Transportation Company (CVTC), and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

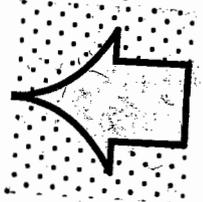
I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

May 10, 2013
(Date)

Allen N. Nery
(Signature)

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)



Consultant

CONSULTANT

Dated: May 10, 2013

By: 
Executive Director

Department of Transportation

THE STATE OF NEW HAMPSHIRE

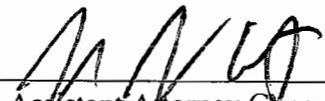
Dated: 5/14/13

By: 
for Commissioner, NHDOT
William J. Cass, P.E.
Director of Project Development
NHDOT

Attorney General

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 5/30/13

By: 
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _____ approved this AGREEMENT.

Dated: _____

Attest:

By: _____
Secretary of State

NON-DISCRIMINATION ASSURANCES

The Contoocook Valley Transportation Company (CVTC) (hereinafter referred to as the "RECIPIENT") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights ACT of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal REGULATIONS, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights ACT of 1964 (hereinafter referred to as the REGULATIONS) and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or Activity for which the RECIPIENT receives Federal financial assistance from the Department of Transportation, including the Federal Highway and Federal Transit Administrations, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically and without limiting the above general assurance, the RECIPIENT hereby gives the following specific assurances with respect to its UNIFIED PLANNING WORK PROGRAM:

1. That the RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That the RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS and made in connection with the UNIFIED PLANNING WORK PROGRAM and, in adapted form in all proposals for negotiated agreements:

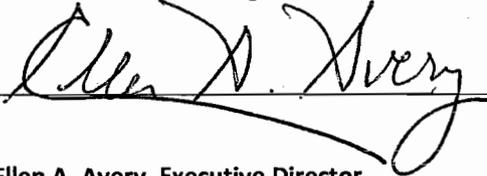
The Contoocook Valley Transportation Company (CVTC), hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age, disability, or religion in consideration for an award.

3. That the RECIPIENT shall insert the clauses of Appendix A of this assurance in every contract subject to this ACT and the REGULATIONS.
4. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the RECIPIENT or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the RECIPIENT retains ownership or possession of the property.
5. That this assurance obligates the RECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the RECIPIENT or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the RECIPIENT retains ownership or possession of the property.

6. The RECIPIENT shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to the ACT, the REGULATIONS, and this assurance.
7. The RECIPIENT agrees that the United States and the State of New Hampshire have the right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, agreements, property, discounts or other Federal financial assistance extended after the date hereof to the RECIPIENT by the State, acting for the U.S. Department of Transportation UNDER THE UNIFIED PLANNING WORK PROGRAM and is binding on the RECIPIENT, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest and other participants in the UNIFIED PLANNING WORK PROGRAM.

The person below is authorized to sign these assurances on behalf of the RECIPIENT:

Signature:  Date: May 10, 2013

Name/Title Ellen A. Avery, Executive Director

Attachments: Appendix A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- (1) Compliance with Regulations: The CONTRACTOR shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color, national origin, sex, religion, age, or disability.
- (4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RECIPIENT or the New Hampshire Department of Transportation to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the RECIPIENT or the New Hampshire Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this agreement, the RECIPIENT shall impose such contract sanctions as it or the New Hampshire Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the RECIPIENT or the New Hampshire Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, the CONTRACTOR may request the RECIPIENT to enter into such litigation to protect the interests of the RECIPIENT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Federal Regulations Compliance Assurance

The Contoocook Valley Transportation Company (CVTC) (hereinafter referred to as the "SUBRECIPIENT") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the NH Department of Transportation it will comply with all Federal Regulations and State Law pertaining to administrative and programmatic requirements.

More specifically and without limiting the above general assurance, the SUBRECIPIENT hereby gives the following specific assurances with respect to its UNIFIED PLANNING WORK PROGRAM:

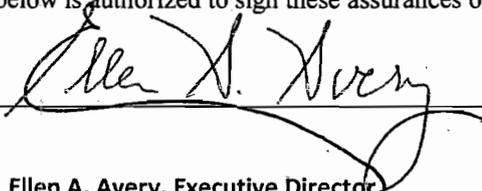
1. The Subrecipient acknowledges and agrees the NH Department of Transportation, as the direct recipient of FHWA Planning Funds, assumes the responsibility from FHWA to ensure the subrecipient complies with Federal Laws and Regulations and State Law.
2. The Subrecipient acknowledges the definition of Planning Funds is as follows: According to 23 CFR 420.103, "FHWA planning and research funds include: (1) State planning and research (SPR) funds for activities authorized under 23 USC 505; (2) Metropolitan planning (PL) funds authorized under 23 USC 104(f) to carry out the provisions of 23 USC 134. Activities performed using these funds are subject to all the requirements of 23 CFR 420.
3. The Subrecipient acknowledges that in order to contract with the state and receive federal funds, all MPOs must develop a Unified Planning Work Program (UPWP), as defined by 23 CFR 450.201. FHWA and FTA jointly approve the MPOs UPWPs. The rural RPCs UPWPs are approved by FHWA as part of the Departments Statewide Planning & Research Part 1 work program. All Rural Planning Commissions must develop a Unified Planning Work Program (UPWP) in order to contract with the state.
4. The Subrecipient acknowledges that prior approval for work is required. The RPC must obtain approval and authorization from NH Department of Transportation prior to any commencement of work.
5. The Subrecipient agrees to comply with 23 CFR 420.113 and 49 CFR 18.22 pertaining to the eligibility and allowability of costs. Any costs not contained in an approved UPWP and contract are considered ineligible.
6. The Subrecipient agrees to comply with 49 CFR 18.20 to maintain standards for financial management systems.
7. The Subrecipient agrees to comply with the requirements of 23 CFR 420.119 fiscal requirements.
8. The Subrecipient agrees to that the period of availability of funds coincides with the executed contract.
9. The Subrecipient agrees to comply with the requirements of 49 CFR 18.40 Monitoring and reporting program performance.
10. The Subrecipient agrees to comply with the requirements of 49 CFR 18.41 Financial reporting.
11. The Subrecipient agrees to comply with the requirements of 49 CFR 18.42 Retention and access requirements for records.
12. The Subrecipient agrees to comply with the requirements of 49 CFR 18.36 Procurement.

13. The Subrecipient agrees to comply with the requirements of 49 CFR 18.25 Program income.
14. The Subrecipient agrees the Department and FHWA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
15. The Subrecipient agrees to comply with the provisions of 49 CFR 18.43 Enforcement.
16. In accordance with 49 CFR 18.32(f), the Subrecipient must submit an inventory of all property purchased with federal funds for which it is accountable and dispose of equipment according to State Law.
17. The Subrecipient agrees to comply with the provisions of 49 CFR 18.50 Closeout.
18. The Subrecipient understands and must comply with the provisions of 49 CFR 18.51 Later disallowances and adjustments.
19. The Subrecipient agrees to comply with the provisions of 49 CFR 18.26 Non-Federal Audits.
20. The Subrecipient agrees to comply with the requirements of 2 CFR 225.
21. The Subrecipient agrees to comply with standards and requirements set forth in the NH Department's Administration of Planning Funds guidebook. The Subrecipient understands that the NH Department's Administration of Planning Funds guidebook constitutes part of the grant agreement.
22. The Subrecipient understands and agrees that allowable membership dues will be included as indirect costs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, agreements, property, discounts or other Federal financial assistance extended after the date hereof to the RECIPIENT by the State, acting for the U.S. Department of Transportation UNDER THE UNIFIED PLANNING WORK PROGRAM and is binding on the RECIPIENT, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest and other participants in the UNIFIED PLANNING WORK PROGRAM.

The person below is authorized to sign these assurances on behalf of the SUBRECIPIENT:

Signature



Date:

5/10/13

Name/Title: Ellen A. Avery, Executive Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/05/2013

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

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

PRODUCER Bellows-Nichols Agency, Inc. 10 Main Street P. O. Box 299 Peterborough, NH 03458-0299	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Julia K. Letourneau</td> </tr> <tr> <td>PHONE (A/C, No, Ex): 603.924.7155</td> <td>FAX (A/C, No): 603.924.9173</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2">PRODUCER CUSTOMER ID #:</td> </tr> </table>	CONTACT NAME: Julia K. Letourneau		PHONE (A/C, No, Ex): 603.924.7155	FAX (A/C, No): 603.924.9173	E-MAIL ADDRESS:		PRODUCER CUSTOMER ID #:					
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INSURED Contocook Valley Transportation Company 375 Jaffrey Road, Ste 3 Peterborough, NH 03458	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Philadelphia Insurance Company</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER B: FirstComp</td> <td></td> </tr> <tr> <td>INSURER C: Mount Vernon Fire Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Philadelphia Insurance Company	NAIC #	INSURER B: FirstComp		INSURER C: Mount Vernon Fire Insurance Co		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: FirstComp													
INSURER C: Mount Vernon Fire Insurance Co													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER: MASTER 2012/2013** **REVISION NUMBER:**

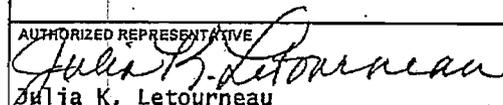
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK922215	10/22/2012	10/22/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPTOP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			PHPK922215	10/22/2012	10/22/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCO103678-04	01/12/2013	01/12/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	DIRECTORS & OFFICERS LIABILITY			NDO2009883D	01/26/2013	01/26/2014	\$1,000,000 ANNUAL AGGREGATE \$1,000,000 PER CLAIM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EXCLUDED OFFICERS: Ken Geraghty / Ellen Avery / Nicole Haley

NOTE: The State of NH, Department of Transportation is named at Cert Holder & Additional Insured.

CERTIFICATE HOLDER State of New Hampshire Department of Transportation Bureau of Rail & Transit P.O. Box 483 7 Hazen Drive Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Julia K. Letourneau
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ADDITIONAL REMARKS SCHEDULE

AGY Bellows-Nichols Agency, Inc.		NAMED INSURED Contoocook Valley Transportation Company	
POLICY NUMBER		Peterborough, NH 03458	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance

Garage Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$

Automobile Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
A X			

Access/Umbrella Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
				\$

Other Liability

INSR LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C				



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



GEORGE N. CAMPBELL, JR.
COMMISSIONER

Original Contract
Approved June 22, 2011
Agenda # 361

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Commissioner's Office
May 10, 2011

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

Requested Action

Authorize the Department of Transportation to enter into a contract with the Contoocook Valley Transportation Company (Vendor # 167604), Peterborough, NH, in the amount of \$155,000 to undertake rideshare activities from July 1, 2011, or the date of Governor and Council approval, whichever is later, through June 30, 2013. (100% Federal Funds)

Funds in Fiscal Years 2012 and 2013, in account SPR Planning are contingent upon the availability and continued appropriation of funds as follows:

04-96-96- 962015-3022 SPR Planning Funds	<u>FY 2012</u>	<u>FY 2013</u>
072-500575 Grants to Non-Profits-Federal	\$85,000	\$70,000

Explanation

The Bureau of Rail & Transit, as it does with all its other Federal Transit Administration (FTA) grant programs, conducts a regular (annually or biennially) competitive solicitation for Statewide Planning & Research Program funds for planning and technical activities pertinent to public transportation systems. This solicitation allows the limited funds to respond to the actual planning needs and fund larger projects than a formula-based allocation would. This competitive solicitation allows the Department to help address actual transit planning needs as identified by eligible subrecipients, who according to FTA Circular 8100.1C are MPOs, local governmental authorities, and operators of public transportation systems. After project evaluation and selection, FTA Statewide Planning & Research Program funds are transferred to FHWA and administered as Consolidated Planning Grants to allow for: (1) simplified contracting by the Department, (2) simplified work activity, accounting and billing by the subrecipients that also usually are

subrecipients of other FHWA funds, and (3) the "Lead Grant Agency" (FHWA) to have responsibility for day-to-day grant program support activities.

The NH Department of Transportation released a public notice requesting proposals to provide rideshare services throughout the State of New Hampshire. The Department has approved these project awards using a competitive application process. Project applicants were required to submit a letter of interest in advance of the project application. NHDOT released a two-year project solicitation on January 5, 2011 and distributed directly to NH public transit providers and RPC/MPOs via email. NHDOT also listed the project solicitation on Bureau of Rail & Transit's funding webpage (with all other transit-related funding opportunities) and announced project solicitation at several meetings with potential applicants. Applications were submitted to the New Hampshire Department of Transportation (NHDOT) Bureau of Rail and Transit. The Department received five proposals: Advance Transit of Wilder, VT; Central NH Planning Commission, of Concord, NH; Contoocook Valley Transportation Company, of Peterborough, NH; Nashua Regional Planning Commission, of Merrimack, NH; and North Country Council, of Bethlehem, NH. Staff from the Department's Bureaus of Rail and Transit and Planning and Community Assistance scored the application using published criteria including eligibility, public support, sustainability, and benefit to the transportation system. Projects were ranked according to their score. Each vendor met the requirements of the application process, but funding was not available for all requests. In lieu of rejecting one project, original request amounts were pared down to match available funding, allowing each vendor to provide rideshare services in their respective areas. The successful Regional Planning Commission applications have been incorporated into their respective two-year planning contracts as part of their scope of work.

Contoocook Valley Transportation Company (CVTC) is a private, nonprofit organization, which provides coordinated public transportation and rideshare services. Under this agreement, Contoocook Valley Transportation Company will maintain its online regional Rideboard service that is available to anyone traveling through or within the Monadnock Region, create an interface to RidePro software, and increase the number of carpool matches available in the region through public outreach. Contoocook Valley Transportation Company serves the communities of Alstead, Antrim, Bennington, Chesterfield, Dublin, Fitzwilliam, Frankestown, Gilsum, Greenfield, Greenville, Hancock, Harrisville, Hinsdale, Jaffrey, Keene, Marlborough, Marlow, Nelson, New Ipswich, Peterborough, Richmond, Rindge, Roxbury, Sharon, Stoddard, Sullivan, Surry, Swanzey, Temple, Troy, Walpole, Westmoreland, Winchester, and Windsor.

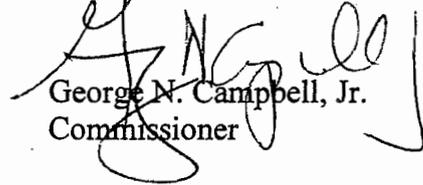
The Contoocook Valley Transportation Company can accomplish this work for a total fee not to exceed \$193,750. The funding to be used is from Federal Highway Administration (FHWA) Consolidated Planning Grant funds and local funds. The Federal portion (\$155,000) is Federal Aid (involving Statewide Planning & Research SPR funds) with additional (\$38,750) local funds (provided by Contoocook Valley Transportation Company).

The Attorney General has approved this Agreement as to form and execution. Funding for FY 2012 and FY 2013 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the

Planning Services Agreement
Contoocook Valley Transportation Company
X-1740
Page 3

Department of Administrative Services office, and, subsequent to Governor and Council approval, will be on file at the Department of Transportation. It is respectfully requested that authority be given to enter into an Agreement for professional services as detailed in the Requested Resolution.

Sincerely,



George N. Campbell, Jr.
Commissioner