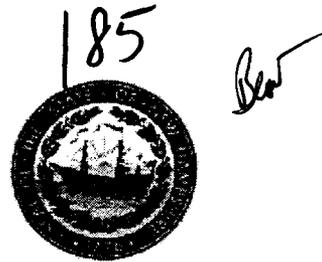




THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit
May 27, 2014

Sole Source

REQUESTED ACTION

Authorize the Department of Transportation to enter into a sole source contract amendment with Boston Express Bus, Inc., (Vendor # 166250), Concord, NH, to increase the contract amount by \$912,605 from \$1,554,122 to \$2,466,727, effective upon Governor and Council approval through December 31, 2018. This amendment only contains funding through the next fiscal biennium, or June 30, 2017. The original agreement was approved by Governor and Council on January 10, 2007 (Item 123A) and amended November 17, 2010 (Item 215) and November 6, 2013 (Item 119). 100% Federal funds.

Funding for this amendment is available as follows for FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016 and 2017, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Table with 4 columns: Item Description, FY 2015, FY 2016, FY 2017. Rows include Public Transportation, Equipment - General (Replace), Contracts for Operational Services, and Construction Buildings.

EXPLANATION

This item is contingent upon approval of a funding transfer at the June 9, 2014 Fiscal Committee meeting and also at the June 18, 2014 Governor and Council meeting to transfer appropriation into class 103 of accounting unit 2916. The sole source contract amendment is based on the need to maintain the current level of service without interruption while adequately addressing escalating operational and maintenance expenses.

Boston Express Bus, Inc. provides daily commuter bus service along the FE Everett Turnpike between Manchester-Nashua-Tyngsborough-Boston, consisting of at least nine round trips per weekday between the hours of 6:00 am and 9:00 pm. This contract amendment provides an additional \$912,605 of Federal Transit Administration (FTA) funds to assist with net operating expenses, marketing, and capital facility repairs and improvements through June 30, 2017. Federal funds will be matched with approved Toll Credits, effectively using 100% Federal funds. The use of Toll Credits for this project was approved by the Capital Budget Overview Committee on April 15, 2014 (approval letter attached).

The Department entered into a contract agreement with Boston Express Bus, Inc. in 2007 to initiate commuter bus service along the FE Everett Turnpike to Boston, using State and FTA funds to defray operating, preventative maintenance, capital, and marketing expenses. The additional funding will provide net operating expenses (total operating expenses less revenues), marketing expenses for the development and implementation of a marketing and customer service program, and capital for approved transit facility repairs and improvements at the State owned bus terminals along the FE Everett Turnpike. The total revised contract amount, including previous amendments, is \$2,466,727. The additional funding will allow Boston Express Bus to maintain existing service levels through June 30, 2017. This commuter bus service is well utilized and is a tremendous asset to the State and greatly appreciated by commuters and travelers. Ridership has grown from under 8,000 per month when first initiated to over 16,000 per month currently.

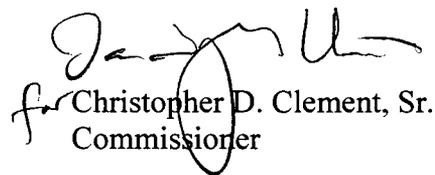
All other provisions of the agreement shall remain in effect.

In the event that Federal funds become unavailable, general funds will not be requested in support of this project.

The Amendment has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available for FY 2016 and 2017 pending enactment of the Fiscal Year 2016 and 2017 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,


for Christopher D. Clement, Sr.
Commissioner

Attachments

AMENDMENT TO AGREEMENT #3

BOSTON EXPRESS BUS, INC. (Nashua/FEE Turnpike)

WHEREAS, the Governor and Council approved an operating agreement between the New Hampshire Department of Transportation and Boston Express Bus, Inc. for daily commuter bus service between Nashua and Boston on January 10, 2007, Item 123A and amended on November 17, 2010, Item 215 and November 6, 2013, Item 119;

WHEREAS, the Department of Transportation has available Federal funds from the Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Program to continue support of operations, facility repair and improvement, and marketing for Boston Express Bus commuter service that runs along the FE Everett Turnpike between Manchester-Nashua-Tyngsborough-Boston;

WHEREAS, the Department of Transportation and Boston Express Bus, Inc. have agreed to revise certain provisions in the contract agreement;

WHEREAS, Section 3. Contract Budget; Contract Price Limitation, 3.2, as amended, reads, "The Contract Price Limitation represents the maximum to be paid by the State to the Contractor through this contract under the following terms: Operating expenses may be paid for a period of three years after the Commencement Date up to 80% of net expenses, and eligible preventive maintenance may be paid beginning June 1, 2010 through December 31, 2018. Preventive maintenance expenses may be reimbursed on a monthly basis only up to the amount of the monthly total operating deficit of the service, defined as total expenses less revenues."

WHEREAS, Exhibit A, Scope of Services, as amended, contains items A.1 through A.4 only;

WHEREAS, Exhibit B, Budget, Section B.1, as amended, includes \$424,122 in funding for preventative maintenance expenses and a revised contract price of \$1,554,122;

WHEREAS, Exhibit B, Budget, Section B.3, as amended reads, "The Contractor may seek reimbursement for eligible expenses listed in the Project Budget. Requests for reimbursement shall include a detailed statement of expenses utilizing the State's transit accounts, a statement of revenues, and a request for reimbursement in an amount not to exceed 80% of the net operating cost (expenses less revenues) or eligible preventive maintenance expense, whichever is less. Eligible preventive maintenance expenses are defined in FTA Circular 9030.1D, Exhibit E. Reimbursements will be made by the State through December 31, 2018. Total reimbursements may not exceed the Contract Price of \$1,554,122. The Contractor shall operate commuter bus service under the terms of this agreement until the Completion Date, using the State-owned equipment, unless the Contract is terminated earlier pursuant to Section 22";

RESOLVED, that the agreement be amended to include new language for the following Sections and Exhibits:

Section 3. Contract Budget; Contract Price Limitation, 3.2 be amended to read "The Contract Price Limitation represents the maximum to be paid by the State to the Contractor through this contract under the following terms:

- For a period of three years after the Commencement Date (1) up to 80% of net expenses (total operating expenses less revenues) may be paid by the State with the Contractor providing the 20% non-federal match and (2) 100% of marketing and capital expenses will be paid by the State.

- From June 1, 2010 through December 31, 2018, 100% of eligible preventive maintenance expenses may be paid by the State. Preventative maintenance expenses may be reimbursed on a monthly basis only up to the amount of the monthly total operating deficit of the service, which is defined as total operating expenses less revenues.
- From Governor and Council approval through December 31, 2018, 100% of (1) net operating expenses (total operating expenses less revenues), (2) approved marketing expenses, and (3) maintenance and terminal capital equipment expenses may be reimbursed by the State.
- Notwithstanding the budget in Exhibit B.1, payment for operating expenses shall not exceed the operating deficit (total operating expenses less revenues).”

Exhibit A, Scope of Services, be amended to include:

A.5. The Contractor shall develop and implement, with the State’s approval, a marketing and customer service program to inform commuters and the general public about the service.

A.6. The Contractor will make approved transit facility repairs and improvements at the State-owned bus terminals along the FE Everett Turnpike in accordance with FTA Circular 4220.1F or as amended.

Exhibit B, Budget, Section B.1, be amended to include an additional \$912,605 of Federal funds for operating, marketing, and maintenance and terminal capital equipment and repairs for a revised contract price of \$2,466,727;

	Existing Contract	Proposed Amendment #3	Amended Contract
Net Operating Expenses (Total Operating Expenses less Revenues)	\$ 900,000	\$747,605	\$1,647,605
Preventative Maintenance	\$ 424,122		\$ 424,122
Marketing Expenses	\$ 400,000	\$135,000	\$ 535,000
Maintenance and Terminal Capital Equipment	\$ 10,000	\$ 30,000	\$ 40,000
Less Contractor Share	\$ (180,000)		\$ (180,000)
Contract Price	\$1,554,122	\$912,605	\$2,466,727

Exhibit B, Budget, Section B.3, be amended to read, “The Contractor may seek reimbursement for eligible expenses listed in the Project Budget and its approved detailed budget. Requests for reimbursement shall include a detailed statement of expenses utilizing the State’s transit accounts, a statement of revenues, and a request for reimbursement for the net operating expenses (total operating expenses less revenues), preventative maintenance expenses, marketing expenses, and maintenance and terminal capital equipment and repairs. The Contractor will invoice the State for reimbursement of eligible project expenses after the completion of approved work and items. Total reimbursements may not exceed the amended contract price of \$2,466,727. The Contractor shall operate commuter bus service under the terms of this agreement until the Contract Completion Date, using the State-owned equipment, unless the Contract is terminated earlier pursuant to Section 22.”

All other provisions of the agreement shall remain in effect.

All amended Sections and Exhibits appear below.

AMENDED SECTIONS AND EXHIBITS

3. CONTRACT BUDGET; CONTRACT PRICE LIMITATION

Section 3. Contract Budget; Contract Price Limitation, 3.2 be amended to read “The Contract Price Limitation represents the maximum to be paid by the State to the Contractor through this contract under the following terms:

- For a period of three years after the Commencement Date (1) up to 80% of net expenses (total operating expenses less revenues) may be paid by the State with the Contractor providing the 20% non-federal match and (2) 100% of marketing and capital expenses will be paid by the State.
- From June 1, 2010 through December 31, 2018, 100% of eligible preventive maintenance expenses may be paid by the State. Preventative maintenance expenses may be reimbursed on a monthly basis only up to the amount of the monthly total operating deficit of the service, which is defined as total operating expenses less revenues.
- From Governor and Council approval through December 31, 2018, 100% of (1) net operating expenses (total operating expenses less revenues), (2) approved marketing expenses, and (3) maintenance and terminal capital equipment expenses may be reimbursed by the State.
- Notwithstanding the budget in Exhibit B.1, payment for operating expenses shall not exceed the operating deficit (total operating expenses less revenues).

EXHIBIT A: SCOPE OF SERVICES (Revised)

A.1 Boston Express Bus, Inc. will provide daily commuter bus service along the FE Everett Turnpike to Boston, Massachusetts, consisting of at least nine round trips per weekday between the hours of 6:00 am and 9:00 pm.

A.2 The Contractor shall submit a schedule prior to the Commencement Date for the approval of the State, and shall not change, add, or delete any route or make any fare, service or operating schedule adjustments without the prior written agreement of the State, except in an emergency situation. In such an emergency, the Contractor shall notify the State no later than the next working day following the day of such changes. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.

A.3 The Contractor shall manage and operate the bus terminal at North Southwood Drive in Nashua, near Exit 8 of the FE Everett Turnpike, pursuant to the provisions of Section 7 of this agreement.

A.4 The Contractor shall utilize seven (7) MCI commuter coaches to be purchased by the State and identified by Vehicle Identification Numbers to be appended to this agreement. In the event one or more coaches become unavailable due to accident or other loss, the State and Contractor agree to use available funding to provide replacement equipment.

A.5. The Contractor shall develop and implement, with the State’s approval, a marketing and customer service program to inform commuters and the general public about the service.

A.6. The Contractor will make approved transit facility repairs and improvements at the State-owned bus terminals along the FE Everett Turnpike in accordance with FTA Circular 4220.1F or as amended.

EXHIBIT B: BUDGET (Revised)

B.1 The Contract Price is the reimbursable portion of the eligible project costs. The amended Project Budget and Contract Price are:

	Existing Contract	Proposed Amendment #3	Amended Contract
Net Operating expenses	\$ 900,000	\$747,605	\$1,647,605
Preventative Maintenance	\$ 424,122		\$ 424,122
Marketing expenses	\$ 400,000	\$135,000	\$ 535,000
Maintenance and Terminal Capital Equipment	\$ 10,000	\$ 30,000	\$ 40,000
Less Contractor Share	\$(180,000)		\$(180,000)
Contract Price	\$1,554,122	\$912,605	\$2,466,727

B.2 At least fourteen days prior to the submission of the contractor's first request for reimbursement, the contractor shall submit to the State a detailed budget including any revisions to its budget, incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the State, and are limited to the six-month interval and year-end of the contract.

B.3 The Contractor may seek reimbursement for eligible expenses listed in the Project Budget and its approved detailed budget. Requests for reimbursement shall include a detailed statement of expenses utilizing the State's transit accounts, a statement of revenues, and a request for reimbursement for the net operating expenses (total operating expenses less revenues), preventative maintenance expenses, marketing expenses, and maintenance and terminal capital equipment. The Contractor will invoice the State for reimbursement of eligible project expenses after the completion of approved work and items. Total reimbursements may not exceed the amended contract price of \$2,466,727. The Contractor shall operate commuter bus service under the terms of this agreement until the Contract Completion Date, using the State-owned equipment, unless the Contract is terminated earlier pursuant to Section 22.

Boston Express Bus, Inc.

HARRY W. BLUNT

Name

Date: 4-18-14

PRESIDENT

Title



Signature

NH Department of Transportation

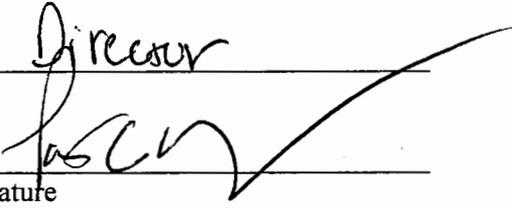
PATRICK C. HERLIHY

Name

Date: 4-23-14

Director

Title



Signature

Approved by Attorney General

Brian W. Buonamano

Name

Date: 5/19/14

Assistant Attorney General

Title



Signature

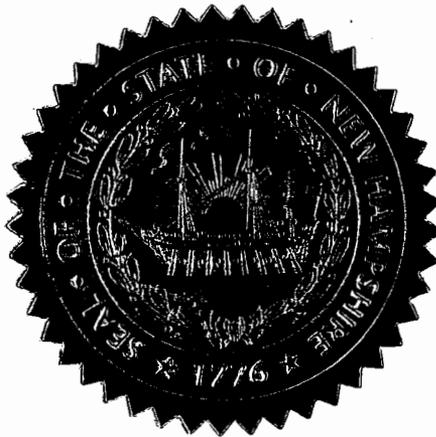
Approved by Governor and Council

Date: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Boston Express Bus, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 10, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April, A.D. 2014

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

William M. Gardner
Secretary of State



Corporation Division

[Search](#)
[By Business Name](#)
[By Business ID](#)
[By Registered Agent](#)
[Annual Report](#)
[File Online](#)
[Guidelines](#)
[Name Availability](#)
[Name Appeal Process](#)

Date: 4/16/2014

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Boston Express Bus, Inc.	Legal

Corporation - Domestic - Information

Business ID:	565563
Status:	Good Standing
Entity Creation Date:	10/10/2006
Principal Office Address:	7 Langdon St Concord NH 03301
Principal Mailing Address:	No Address
Last Annual Report Filed Date:	3/24/2014
Last Annual Report Filed:	2014

Registered Agent

Agent Name:	Blunt, Harry W.
Office Address:	7 Langdon St Concord NH 03301

Mailing Address:

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

CERTIFICATE OF AUTHORITY/VOTE

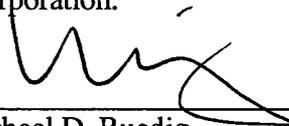
I, Michael D. Ruedig, do hereby certify that:

1. I am the duly elected Assistant Secretary of Boston Express Bus, Inc. (the "Corporation").
2. The following are true copies of two resolutions duly adopted by consent of the Sole Shareholder of the Corporation as of April 18, 2014.

RESOLVED: That this Corporation enter into a Contract Amendment with the State of New Hampshire, acting through its Department of Transportation, dated April 18, 2014, to add additional funds to the Nashua (FE Everett Turnpike) Contract Agreement.

RESOLVED: That the President, Harry W. Blunt, is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

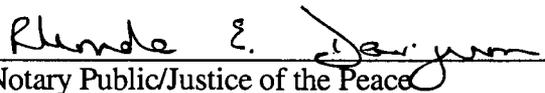
3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of April 18, 2014.
4. Harry W. Blunt is the duly elected President of the Corporation.



Michael D. Ruedig
Assistant Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 18th day of April, 2014, by Michael D. Ruedig.



Notary Public/Justice of the Peace

Commission Expires:

Rhonda E. Davignon
Notary Public, State of New Hampshire
My Commission Expires Feb 2, 2016

Boston Express Bus, Inc.
Consent of Sole Shareholder

I, Harry Blunt, hereby certify that I am the Sole Shareholder and President of Boston Express Bus, Inc. I hereby consent to the adoption of the following resolutions effective April 18, 2014:

RESOLVED: That this Corporation enter into a Contract Amendment with the State of New Hampshire, acting through its Department of Transportation, dated April 18, 2014, to add additional funds to the Nashua (FE Everett Turnpike) Contract Agreement.

RESOLVED: That the President, Harry W. Blunt, is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

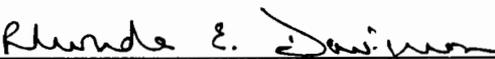
I hereby certify and acknowledge that the State of New Hampshire Department of Transportation will rely on these resolutions as evidence that I have full authority to bind Boston Express Bus, Inc. for that certain Contract Amendment with the State of New Hampshire Department of Transportation, dated April 18, 2014, to add additional funds to the Nashua (FE Everett Turnpike) Contract Agreement.



Harry W. Blunt
Sole Shareholder and President

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 18th day of April, 2014, by Harry W. Blunt.



Notary Public/Justice of the Peace

Commission Expires:

Rhonda E. Davignon
Notary Public, State of New Hampshire
My Commission Expires Feb 2, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2014

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

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

COVERAGES **CERTIFICATE NUMBER:** 14/15 BE CERT **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			YPP1107620-08	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Primary GL Layer						PERSONAL & ADV INJURY \$ 5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 5,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 5,000,000
							\$
A	AUTOMOBILE LIABILITY			YPP1107620-08	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Primary	Auto Layer					PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			Excess of Primary Auto			EACH OCCURRENCE \$ 4,900,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 4,900,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> CLAIMS-MADE					\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2-Z11-260171-013 3A States: NH, MA, ME	12/31/2013	12/31/2014	<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	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Excess Auto and Excess GL			YEK10007621-08	05/01/2014	05/01/2015	5,000,000
				YEK10007622-08	05/01/2014	05/01/2015	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The State of New Hampshire, Department of Transportation is additional insured w/ respects to general & auto liability when required by written contract. Plus Excess Auto/GL policy #YEX1107623-07 & #YEX1107624-07: \$5,000,000 each. Total Liability limits are \$25,000,000.

CERTIFICATE HOLDER State of New Hampshire DOT 7 Hazen Dr. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Robert Simpson/JLP



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CAROL A. MURRAY, P.E.
Commissioner

JEFF BRILLHART, P.E.
Assistant Commissioner

Bureau of Rail & Transit
December 7, 2006

Item 123A
Approved 1/10/07
Original contract

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an operating agreement with Boston Express Bus, Inc. (VC # 51843), Concord, NH, for an amount not to exceed \$1,130,000, to provide daily commuter bus service between Nashua and Boston from Exit 8 and the Welcome Center at Exit 6 of the F.E. Everett Turnpike in Nashua, effective from the date of Governor and Council approval through December 31, 2011, with the option to renew for an additional five-year period subject to Governor and Council approval. 93% Federal, 7% Highway funds.

Funding is available in the following accounts:

Table with 3 columns: ACCOUNT, APPROPRIATION ACCOUNT NO., CONTRACT AMOUNT. Rows include Public Transportation and Consolidated Federal Aid.

EXPLANATION

The Department of Transportation submitted a successful proposal for Congestion Mitigation & Air Quality (CMAQ) funds in 2006 to initiate commuter bus service from Exits 8 and 6 in Nashua to Boston. Using CMAQ funds, the State will provide funding to Boston Express Bus, Inc. to operate daily commuter bus service between Nashua and Boston.

This project will also provide funding for marketing of the new service, and to manage and operate ticketing facilities at the Welcome Center at Exit 6 of the F.E. Everett Turnpike.

Boston Express Bus, Inc. is an affiliate of Concord Coach Lines, Inc. (Concord Trailways), which submitted the original proposal for this new service and the only response to a Request for Proposals issued by the Department.

The total cost of the proposed contract is \$1,130,000, of which \$1,048,000 is the Federal share and \$82,000 is the State share. Boston Express Bus, Inc. will provide an additional \$180,000 in matching funds. The total project budget is provided below:

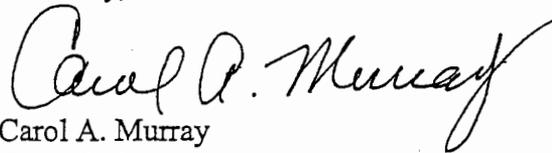
Total operating expenses	\$3,838,000
Less fare revenues	<u>\$2,938,000</u>
Net operating expenses	\$900,000
Marketing expenses	\$400,000
Capital: ticketing machines	<u>\$10,000</u>
Total Project Budget	\$1,310,000
Less Contractor share	<u>\$180,000</u>
Contract Price	\$1,130,000

Funds for this agreement are available in the FY 2007 operating budget of the Department. The Federal funds were approved in a Federal Transit Administration (FTA) grant on August 10, 2006.

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

Your approval of this resolution is hereby respectfully requested.

Sincerely,



Carol A. Murray
Commissioner



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Approved 11/17/10
Item 215
Amend #1
[Seal of the State of New Hampshire]

GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER
Bureau of Rail & Transit
October 22, 2010

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a retroactive contract amendment (Contract # 191358) with Boston Express Bus, Inc. (Vendor #166250), Concord, NH, for bus service between Nashua and Boston, MA by increasing the contract amount by \$424,122 from \$1,130,000 to \$1,554,122, effective November 1, 2010 through December 31, 2015. The original agreement was approved by Governor and Council on January 10, 2007 (item # 123A). 100% Federal funds.

Funding for this agreement is available as follows:

PO 100853

Table with 3 columns: 04-96-96-964010-2916-072-500575, Public Transportation Grants Federal, FY 2011 \$424,122

EXPLANATION

This contract amendment authorizes Boston Express to operate and maintain a bus terminal at FE Everett Turnpike Exit 8 on behalf of the state for a period of five years. The amendment also provides additional Federal funds for preventive maintenance, which is considered an eligible capital expense, for up to three years. This amendment is retroactive due to processing delays at the Department.

The Department entered into a contract with Boston Express Bus, Inc. in 2007 to initiate commuter bus service from the FE Everett Turnpike Exit 8 park and ride lot and Exit 6 Welcome Center in Nashua to Boston, using State and Federal Transit Administration (FTA) funds to defray operating and marketing expenses and make capital improvements. This service has been very successful, with ridership growing from under 8,000 to over 12,000 per month on 11 daily round trips.

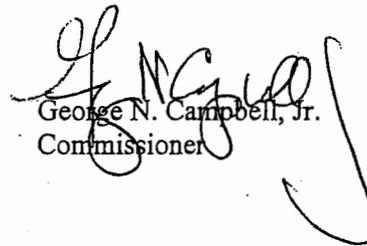
As directed in the 2010-11 Capital Budget, the State is now constructing a bus terminal at Exit 8 and converting the Exit 6 Welcome Center into a Division of Motor Vehicles substation and E-Z Pass customer service center. Boston Express will operate out of the new bus terminal at Exit 8 and a park and ride lot in Tyngsboro, MA starting with completion of the new terminal. Boston Express projects that the availability of more parking at the two lots will support growth in ridership and will enable the bus service to break even and operate without further subsidy within three years.

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

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



George N. Campbell, Jr.
Commissioner



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



Boston Nov. 6, 2013
119
Bar

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

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

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

Bureau of Rail & Transit
October 07, 2013

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment with Boston Express Bus, Inc., (Vendor # 166250), Concord, NH, to extend the overall contract completion date and preventative maintenance subsidy to December 31, 2018 from December 31, 2015, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on January 10, 2007 (Item #123A) and amended November 17, 2010 (Item #215). This is a time extension only, requiring no additional funds.

EXPLANATION

Boston Express Bus, Inc. provides daily commuter bus service along the FE Everett Turnpike to Boston, Massachusetts, consisting of 16 trips per weekday and 12 trips per weekend between the hours of 6:00 am and 11:00 pm. This contract amendment authorizes Boston Express Bus, Inc. to continue to operate and maintain a bus terminal at FE Everett Turnpike Exit 8 on behalf of the State and continue to provide reimbursement for eligible preventive maintenance expenses (not to exceed the net operating deficit) through December 31, 2018. The amendment also revises the "Insurance" provision in the agreement to be consistent with other similar contracts based on guidance provided by the Department of Administrative Services' Risk Management Unit.

The Department entered into a contract with Boston Express Bus, Inc. in 2007 to initiate commuter bus service along the FE Everett Turnpike to Boston, using State and Federal Transit Administration (FTA) funds to defray operating and marketing expenses and make capital improvements. The total contract amount, including previous amendments, is \$1,544,122. This service has been very successful, with ridership growing from under 8,000 per month when first initiated to over 16,000 per month currently. Extending the contract completion date will allow Boston Express Bus, Inc. to fully utilize available preventative maintenance funds, approximately \$169,335, remaining in this contract and the amended contract completion date will also coincide with the contract completion date of the Boston Express Bus, Inc. I-93 contract.

All other provisions of the agreement shall remain in effect.

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

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

Christopher D. Clement, Sr.
Commissioner

Attachments



CAP 14-018

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

RECEIVED
COMMISSIONERS OFFICE

APR 18 2014

April 16, 2014

THE STATE OF NEW HAMPSHIRE
DEPT. OF TRANSPORTATION

Christopher D. Clement, Sr., Commissioner
Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord, New Hampshire 03302-0483

Dear Commissioner Clement,

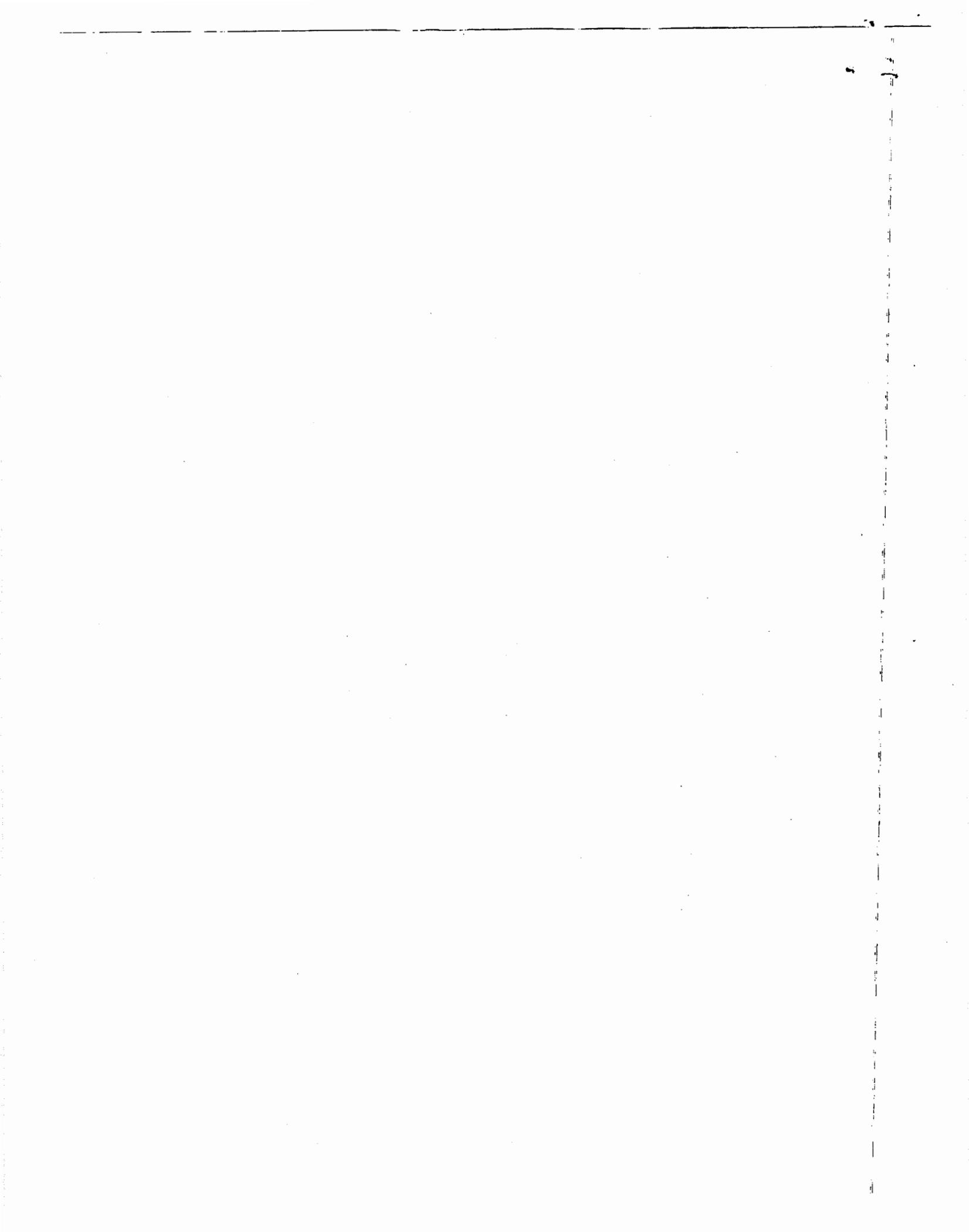
The Capital Budget Overview Committee, pursuant to the provisions of RSA 228:12-a, on April 15, 2014, approved the request of the Department of Transportation, Bureau of Rail and Transit, to use up to \$1,337,751 of Turnpike Toll Credit, based on total amended project costs not to exceed \$5,364,848 in Federal funds to meet funding match requirements for Boston Express Bus service to support commuter bus service along the FE Everett Turnpike and I-93 corridors between Manchester and Boston through June 30, 2017, subject to the conditions as specified in the request dated March 31, 2014.

Sincerely,

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

Cc: Patrick McKenna, Deputy Commissioner ✓
Patrick Herlihy, Director of Aeronautics, Rail and Transit





THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

CAP 14-018



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

March 31, 2014
Bureau of Rail & Transit

The Honorable David Campbell, Chairman
Capital Budget Overview Committee
State House
Concord, NH 03301

Re: Request for Approval of the Department of Transportation, Toll Credit Match
Boston Express FEE Turnpike and I-93 Operating, Capital, and Marketing

Dear Chairman Campbell and Honorable Members of the Committee:

Requested Action

Pursuant to the provisions RSA Chapter 228:12-a, Use of Toll Credits, the New Hampshire Department of Transportation (NHDOT) requests the Capital Budget Overview Committee approve the Department's use of Toll Credits to meet funding match requirements for Boston Express Bus service. The Department will seek an increase in funding through contract amendments to support commuter bus service along the FE Everett Turnpike and I-93 corridors between Manchester and Boston through June 30, 2017. The total amended project costs shall not exceed \$5,364,848 in Federal funds and the usage of up to \$1,337,751 in Toll Credit match is requested.

Explanation

This project will provide funds for the continued operation of daily commuter bus service for the general public between Manchester-Nashua-Tyngsborough-Boston along the FE Everett Turnpike and between Manchester-Londonderry-Salem-Boston along the I-93 corridor. Boston Express Bus operates this service under contract to the State and requested funds will be used to support costs including operations, vehicle maintenance, facility maintenance, and marketing. The Department will utilize I-93 project funds and Federal Transit Administration (FTA) Section 5307 Urbanized Area funds to support these activities and the commuter bus service through June 30, 2017.

The Department entered into a contract with Boston Express Bus, Inc. in 2007 to initiate commuter bus service along the FE Everett Turnpike from Nashua to Boston, using State and Federal Transit Administration (FTA) funds to defray operating and marketing expenses. The Department also entered into a contract with Boston Express Bus, Inc. in 2008 to initiate commuter bus service along the I-93 corridor from Manchester, Londonderry, and Salem to Boston, using State and FTA CMAQ funds to defray operating and marketing expenses and make capital improvements. Both services have been very successful, with ridership and revenues growing each year. However, additional subsidy is needed to

maintain the aging facilities and equipment and to operate a robust commuter bus service. The Department will pursue a contract amendment for the FE Everett Turnpike service to increase the contract amount by \$912,605 Federal, requiring a \$447,302 toll credit match and a separate contract amendment for the I-93 service to increase the contract amount by \$4,452,243 Federal, requiring a \$890,449 toll credit match.

Your approval of this resolution is respectfully requested.

Sincerely,

Handwritten signature of Christopher D. Clement, Sr. in black ink, appearing as 'C. D. Clement, Sr.' with a stylized flourish at the end.

Christopher D. Clement, Sr.
Commissioner



Boston Express Ridership & Revenue Summary - 2013

RIDERSHIP

I-93 Passenger Data

	Exit 2	Exit 4	Exit 5	Manchester	Logan*	TOTAL*
2013	110,823	75,285	160,542	19,433	43,638	366,083
2012	99,574	77,811	157,928	21,391	41,612	356,704
+/-	11.3%	-3.2%	1.7%	-9.2%	4.9%	2.6%

FEE (Nashua) Passenger Data

	Exit 8	Exit 35	Manchester	Logan*	TOTAL*
2013	116,839	53,747	22,399	33,178	192,985
2012	121,125	45,872	23,136	31,192	190,133
+/-	-3.5%	17.2%	-3.2%	6.4%	1.5%

*Logan numbers are not included in the Total sums as they are already accounted for in totals by location

Combined Ridership Data

	All Terms
2013	559,068
2012	546,837
+/-	2.2%

REVENUES

	Revenues	Farebox Recovery
I-93		
2012	\$ 3,421,206	83.4%
2013	\$ 3,515,993	84.0%

	Revenues	Farebox Recovery
FEE (Nashua)		
2012	\$ 2,064,544	102.9%
2013	\$ 2,079,464	95.2%

	Revenues	Farebox Recovery
BX Combined		
2012	\$ 5,485,750	89.8%
2013	\$ 5,595,457	87.9%