



**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
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,

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

Christopher D. Clement, Sr.
Commissioner

Attachments

AMENDMENT TO AGREEMENT
BOSTON EXPRESS BUS, INC.

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;

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

WHEREAS, Section 2, Completion Date, as amended reads, "Completion date December 31, 2015";

WHEREAS, Section 3.2, as amended reads, "provides reimbursement of expenses for preventative maintenance on a monthly basis (not to exceed the monthly operating deficit of the service) for up to three years starting November 1, 2010";

WHEREAS, Section 11, Insurance reads as follows:

Throughout the term of this Agreement, the Contractor shall provide, at its own cost, insurance adequate to protect the Project Equipment in the amount of its fair market value less appropriate deductibles. The Contractor shall also secure \$5,000,000 liability insurance to adequately protect itself from claims arising from property damage and personal injury. To this end, the Contractor shall conduct a risk management program. A copy of the insurance certificate shall be forwarded to the Department prior to receipt of the project equipment. All insurance hereunder shall be effected under standard form valid and enforceable policies issued by insurers authorized to write insurance in the State of New Hampshire. Such policies shall name the Department of Transportation as additional insured and Certificate Holder.

The Contractor shall obtain and maintain during the term of this Agreement, Worker's Compensation in accordance with the laws of the State of New Hampshire. The Contractor shall supply documentation to the State certifying that Worker's Compensation is provided.

The State of New Hampshire shall be given written notice at least 10 days prior to any insurance policy being cancelled.;

WHEREAS, Exhibit A, Scope of Services A.1 reads, "Daily commuter bus service between Nashua, New Hampshire and Boston, Massachusetts, consisting of at least nine round trips per weekday between the hours of 6:00 am and 9:00 pm";

WHEREAS, Exhibit B, Budget, Section B.3 as amended reads, "Reimbursements will be made by the State for a period of three years beginning November 1, 2010. Total reimbursements may not exceed the Contract Price of \$1,554,122";

RESOLVED, that the agreement be amended as follows:

Section 2, Completion date, be amended to read, "Completion date December 31, 2018";

Section 3.2 be amended to read, "provides reimbursement of expenses for preventative maintenance on a monthly basis (not to exceed the monthly operating deficit of the service) through December 31, 2018";

Section 11, Insurance be amended to read as follows:

In the event of the buildings, structures, or other improvements on the Premises are damaged or destroyed by fire or other casualty, the Contractor will immediately notify the State.

11.1 Personal Property. The Contractor shall, at its sole expense, obtain and keep in full force and effect throughout the term of this Agreement insurance upon the Contractor's personal property, fixtures and furnishings located upon the Premises, in an amount equal to one hundred percent (100%) of the full replacement cost thereof, with coverage against such perils, casualties, and contingencies as are from time to time customarily covered by "all risk" insurance policies.

11.2 General Liability. The Contractor will, at its sole expense, obtain and keep in force throughout the term of this Agreement, comprehensive general liability insurance insuring the Contractor, and naming the State as additional insured, against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon the Premises and/or arising out of the operations, use or occupancy of the Premises and equipment by the Contractor. Said insurance shall be written on an occurrence basis to afford protection in an amount equal to the amount of \$5,000,000 combined single limit for personal and bodily injury endorsement coverage insuring the performance by the Contractor of the indemnity agreement set forth in Section 26 of this Agreement. The amount of such insurance may be adjusted as reasonably directed by the State to protect against judgments then being awarded in New Hampshire for injury, death and property damage. All comprehensive general liability policies maintained by the Contractor shall contain a provision that the State, although named as an additional insured, will nevertheless be entitled to recover under such policies for any loss sustained by it, its agents and its employees as a result of acts or omissions of the Contractor.

11.3 Additional Insurance. Throughout the term of this Agreement, the Contractor shall carry worker's compensation as required by law, automobile liability insurance in the minimum amounts required by law, and such other insurance in such amounts as the State may reasonably require from time to time.

11.4 Other Matters. The insurance coverage required by this section and all renewals shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in New Hampshire.

The Contractor's insurance policies shall contain only such "deductibles" as the State shall reasonably approve.

Duly executed certificates of the insurance required by this section, together with reasonably satisfactory evidence of payment of premiums, shall be delivered to the State before the commencement date of this Agreement. At least thirty (30) days prior to the expiration of each such insurance policy, the Contractor shall furnish

the State with evidence of payment of premium and the re-issuance of a policy continuing the insurance in force as required hereunder. All such policies shall contain endorsements providing substantially that (a) such policies may not be reduced, canceled, materially changed, or allowed to lapse with respect to the State except after thirty (30) days' prior written notice to the State; and (b) the State may, but shall not be obligated to, make premium payments to prevent such cancellation for non-payment of premiums, and that such payments shall be accepted by the insurer.

11.5 Property Insurance. The Contractor agrees to obtain and keep in force a policy of insurance for full replacement cost against the loss of the facility to fire or other perils or casualties.

11.6 Personal Property at the Contractor's Risk. All of the furnishings, fixtures, equipment, effects, and property of every kind, nature and description of the Contractor shall be at the sole risk and hazard of the Contractor, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, no part of said loss or damage is to be charged to or to be borne by the State.

Exhibit A, Scope of Services A.1 be amended to read, "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";

Exhibit B, Budget, Section B.3 be amended to read, "Reimbursements will be made by the State through December 31, 2018. Total reimbursements may not exceed the Contract Price of \$1,554,122";

All other provisions of the agreement shall remain in effect.

All amended Sections and Exhibits appear below.

AMENDED SECTIONS AND EXHIBITS

2. DEFINITIONS

Completion Date: Completion date of the Contract shall be December 31, 2018. Vehicles used for Services may be used beyond the Completion Date as provided in Section 6b. The Contractor may request an additional five-year agreement under the same or revised terms, to be submitted to Governor and Executive Council for approval. Upon the Completion Date, the Contractor shall return all project equipment to the State and vacate any State-owned property utilized for the Services.

3. CONTRACT BUDGET; CONTRACT PRICE LIMITATION

3.2 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.

11. INSURANCE

In the event of the buildings, structures, or other improvements on the Premises are damaged or destroyed by fire or other casualty, the Contractor will immediately notify the State.

11.1 Personal Property. The Contractor shall, at its sole expense, obtain and keep in full force and effect throughout the term of this Agreement insurance upon the Contractor's personal property, fixtures and furnishings located upon the Premises, in an amount equal to one hundred percent (100%) of the full replacement cost thereof, with coverage against such perils, casualties, and contingencies as are from time to time customarily covered by "all risk" insurance policies.

11.2 General Liability. The Contractor will, at its sole expense, obtain and keep in force throughout the term of this Agreement, comprehensive general liability insurance insuring the Contractor, and naming the State as additional insured, against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon the Premises and/or arising out of the operations, use or occupancy of the Premises and equipment by the Contractor. Said insurance shall be written on an occurrence basis to afford protection in an amount equal to the amount of \$5,000,000 combined single limit for personal and bodily injury endorsement coverage insuring the performance by the Contractor of the indemnity agreement set forth in Section 26 of this Agreement. The amount of such insurance may be adjusted as reasonably directed by the State to protect against judgments then being awarded in New Hampshire for injury, death and property damage. All comprehensive general liability policies maintained by the Contractor shall contain a provision that the State, although named as an additional insured, will nevertheless be entitled to recover under such policies for any loss sustained by it, its agents and its employees as a result of acts or omissions of the Contractor.

11.3 Additional Insurance. Throughout the term of this Agreement, the Contractor shall carry worker's compensation as required by law, automobile liability insurance in the minimum amounts required by law, and such other insurance in such amounts as the State may reasonably require from time to time.

11.4 Other Matters. The insurance coverage required by this section and all renewals shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in New Hampshire.

The Contractor's insurance policies shall contain only such "deductibles" as the State shall reasonably approve.

Duly executed certificates of the insurance required by this section, together with reasonably satisfactory evidence of payment of premiums, shall be delivered to the State before the commencement date of this Agreement. At least thirty (30) days prior to the expiration of each such insurance policy, the Contractor shall furnish the State with evidence of payment of premium and the re-issuance of a

policy continuing the insurance in force as required hereunder. All such policies shall contain endorsements providing substantially that (a) such policies may not be reduced, canceled, materially changed, or allowed to lapse with respect to the State except after thirty (30) days' prior written notice to the State; and (b) the State may, but shall not be obligated to, make premium payments to prevent such cancellation for non-payment of premiums, and that such payments shall be accepted by the insurer.

11.5 Property Insurance. The Contractor agrees to obtain and keep in force a policy of insurance for full replacement cost against the loss of the facility to fire or other perils or casualties.

11.6 Personal Property at the Contractor's Risk. All of the furnishings, fixtures, equipment, effects, and property of every kind, nature and description of the Contractor shall be at the sole risk and hazard of the Contractor, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, no part of said loss or damage is to be charged to or to be borne by the State.

EXHIBIT A: SCOPE OF SERVICES (AMENDED)

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.

EXHIBIT BUDGET (AMENDED)

B.3 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 preventative maintenance expense, whichever is less. Eligible preventative maintenance expenses are defined in FTA Circular 9030.1D, Appendix 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.

Boston Express Bus, Inc.

By: *Harry W. Blunt*
(Name)

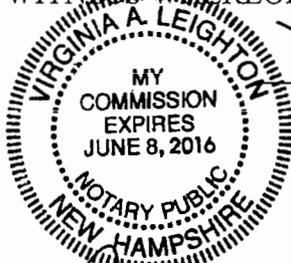
Date: 9/5/2013

President
(Title)

COUNTY OF Merrimack

On this the 5th day of Sept., 2013, before me,
VIRGINIA LEIGHTON, the undersigned officer, personally appeared
HARRY W. BLUNT, known to me (or satisfactorily proven) to be the person
whose name is subscribed to the within instrument and acknowledged that (s)he has executed
the same for the purposes therein contained.

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



Virginia Leighton
Notary Public/Justice of the Peace

NH Department of Transportation

By: *[Signature]*

Date: 9/5/13

Approved by Attorney General

By: *[Signature]*

Date: 9/18/13

Approved by Governor and Council

By: _____

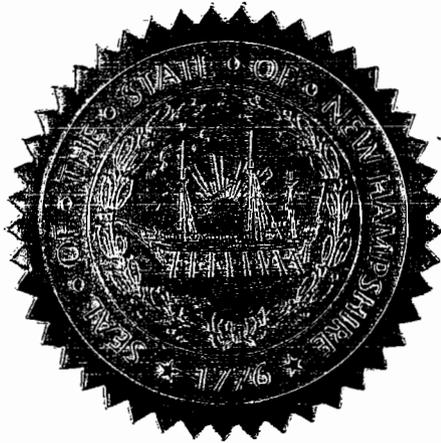
Date: _____

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 4th day of September, A.D. 2013

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

William M. Gardner
Secretary of State


Corporation Division

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

Filed Documents
 Date: 9/4/2013 (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:	3/18/2013
Last Annual Report Filed:	2013

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

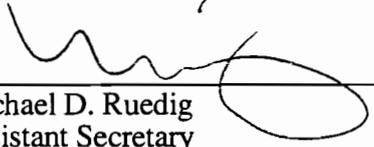
I, Michael D. Ruedig, do hereby certify that:

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 at a meeting of the Board of Directors of the Corporation duly held on September 4, 2013.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Transportation, to operate Boston Express Nashua services through December 31, 2018.

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.

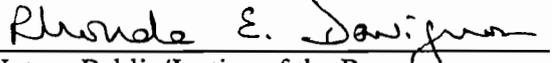
3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of September 5, 2013.
4. Harry W. Blunt is the duly elected President of the Corporation.



Michael D. Ruedig
Assistant Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 5th day of September, 2013, 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 September 4, 2013:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Transportation, to operate Boston Express Nashua services through December 31, 2018.

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 with the State of New Hampshire Department of Transportation to operate Boston Express Nashua services through December 31, 2018.



Harry W. Blunt
Sole Shareholder and President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2013

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

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

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

COVERAGES CERTIFICATE NUMBER: 13/14 BEB REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary GL layer	X	YPP1107620-07	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	YPP1107620-07	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC2-Z11-260171-012 Sect 3A states: NH,MA,ME	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Excess Auto & GL Excess Auto & GL		YEX1107621-07 YEX1107622-07			5/1/2013 5/1/2013

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 Dept. of Transportation 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 Jennifer Porter/JLP <i>Jennifer Porter</i>
---	---



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

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:

ACCOUNT	APPROPRIATION ACCOUNT NO.	CONTRACT AMOUNT
Public Transportation	010-096-2916-095	\$1,048,000.00
Consolidated Federal Aid	015-096-3054-090	\$82,000.00

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:

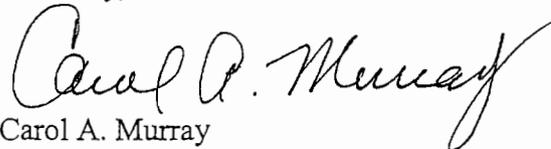
Total operating expenses	\$3,838,000
Less fare revenues	<u>\$2,938,000</u>
Net operating expenses	\$900,000
Marketing expenses	\$400,000
Capital: ticketing machines	<u>\$10,000</u>
Total Project Budget	\$1,310,000
Less Contractor share	<u>\$180,000</u>
Contract Price	\$1,130,000

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

Approved 11/17/10
Item 215



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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

	<u>Public Transportation</u>	<u>FY 2011</u>
04-96-96-964010-2916-072-500575	Grants Federal	\$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.

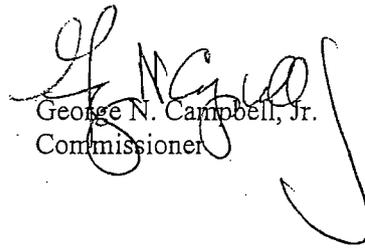
As directed in the 2010-11 Capital Budget, the State is now constructing a bus terminal at Exit 8 and converting the Exit 6 Welcome Center into a Division of Motor Vehicles substation and E-Z Pass customer service center. Boston Express will operate out of the new bus terminal at Exit 8 and a park and 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