



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 \$4,452,243 from \$7,160,001 to \$11,612,244, 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 16, 2008 (Item 214) and amended June 8, 2011 (Item 174) and November 9, 2011 (Item 122). 100% Federal funds.

Funding for this amendment is available as follows for FY 2014 and 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.

	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
04-96-96-963515-3054				
Consolidated Federal Aid				
030-500320 Motor Vehicles (Replace)		\$265,000	\$565,000	\$560,000
030-500331 Equipment – General (Replace)		\$ 15,000	\$ 15,000	\$ 15,000
103-502664 Contracts for Operational Services	\$100,000	\$950,000	\$1,000,000	\$937,243
400-500869 Construction Buildings		\$ 10,000	\$ 10,000	\$ 10,000

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 3054. This **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 I-93 corridor between Manchester, North Londonderry (Exit 5), Londonderry (Exit 4), and Salem (Exit 2) to Boston, from morning peak through evening peak hours (5:00 AM southbound to 6:30 PM northbound). This contract amendment provides an additional \$4,452,243 of Federal Highway Administration (FHWA) funds to assist with net operating expenses, marketing expenses, maintenance and terminal capital equipment, park and ride facility maintenance, and vehicle capital expenses 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).

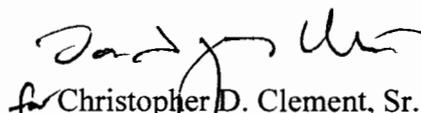
The Department entered into a contract agreement with Boston Express Bus, Inc. in 2008 to initiate commuter bus service along the I-93 corridor to Boston, using State and FHWA funds to defray operating, preventative maintenance, capital procurement, and marketing expenses. Current operating and capital funds are projected to be expended by the end of State Fiscal Year 2014. The additional funding will provide net operating expenses (total operating expenses less revenues), marketing for the development and implementation of a marketing and customer service program, capital for transit facility repairs and improvements at the State-owned bus terminals at Exit 5, Exit 4, and Exit 2 of Interstate 93, and the bus maintenance facility and bus storage facility at Exit 5, and capital to make necessary repairs and overhauls to 12 commuter coaches and purchase of non-revenue replacement equipment in accordance with an NHDOT approved plan. The total revised contract amount, including previous amendments, is \$11,612,244. The additional funding will allow Boston Express Bus to maintain existing service levels through June 30, 2017. The service continues to be successful, with ridership at approximately 30,500 per month or 366,000 total for year 2013. This commuter bus service is well utilized and is a tremendous asset to the State and greatly appreciated by commuters and travelers.

All other provisions of the agreement shall remain in effect.

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 FY 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. (I-93)

WHEREAS, the Governor and Council approved an agreement between the New Hampshire Department of Transportation and Boston Express Bus, Inc. on January 16, 2008, Item 214, for daily commuter bus service from Manchester to Boston on I-93, and amended June 8, 2011, Item 174 and November 9, 2011, Item 122;

WHEREAS, the Department of Transportation has available Federal funds to continue support of operations, marketing, facility repair and improvements, and vehicle capital expenses for Boston Express Bus commuter service that runs along I-93 between Manchester-Londonderry-Salem-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, reads “The Contract Price Limitation represents the maximum to be paid by the State to the Contractor under this contract. Notwithstanding the budget in Exhibit B.1, payment for operating expenses shall not exceed the operating deficit (total costs less revenues). The Department will reimburse 100% of these expenses, using Federal funds and Turnpike Toll Credits.”;

WHEREAS, Exhibit A, Scope of Services, contains items A.1 through A.5 only;

WHEREAS, Exhibit B, Budget, as amended, includes an additional \$1,800,000 FHWA funds for operating expenses, with a new Contract Price of \$7,160,001 as identified in Section B.3;

WHEREAS, Section B.3 of the Exhibit B, Budget as amended reads, “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 cost (expenses less revenues). Total reimbursements may not exceed the Contract Price of \$7,160,001. The Contractor will operate commuter bus service under the terms of this agreement until the Completion Date, using the State-owned equipment.”;

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 under this amended contract. The Department will reimburse 100% of eligible expenditures using Federal funds for the net operating expenses (total operating expenses less revenues), marketing expenses, maintenance and terminal capital equipment, park and ride facility maintenance, and vehicle capital expenses. 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.6. The Contractor will make approved transit facility repairs and improvements at the State-owned bus terminals at Exit 5, Exit 4 and Exit 2 of Interstate 93, and the bus maintenance facility and the bus storage facility located at Exit 5.

A.7. The Contractor will procure non-revenue replacement equipment, upon approval of NHDOT, in compliance with FTA Circular 4220.1F or as amended.

A.8. The Contractor shall make necessary repairs and overhauls to 12 commuter coaches in accordance with an NHDOT-approved plan. The minimum useful life of each commuter coach that is repaired to the level that would be considered a bus rebuild by FTA standards will be increased by four (4) years from the current minimum useful life.

Exhibit B, Budget, Section B.1, be amended to include an additional \$4,452,243 of Federal funding for the net operating expenses (total operating expenses less revenues), marketing expenses, maintenance and terminal capital equipment, park and ride facility maintenance, and vehicle capital expenses for a revised Contract Price of \$11,612,244, as identified in Section B.3.

	Existing Contract	Proposed Amendment #3	Amended Contract
Net Operating Expenses (Total Operating Expenses – Revenues)	\$5,999,797	\$2,777,243	\$8,777,040
Marketing Expenses	\$600,000	\$210,000	\$810,000
Maintenance & Terminal Capital Equipment	\$454,816	\$75,000	\$529,816
Park & Ride Facility Maintenance	\$105,388		\$105,388
Vehicle Capital Expenses		\$1,390,000	\$1,390,000
Contract Price	\$7,160,001	\$4,452,243	\$11,612,244

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), marketing expenses, maintenance and terminal capital equipment, park and ride facility maintenance, and vehicle capital expenses. 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 \$11,612,244. The Contractor will continue to operate commuter bus service under the terms of the agreement until the Completion Date, using the State-owned equipment."

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

3.2 The Contract Price Limitation represents the maximum to be paid by the State to the Contractor under this amended contract. The Department will reimburse 100% of eligible expenditures using Federal funds for the net operating expenses (total operating expenses less revenues), marketing expenses, maintenance and terminal capital equipment, park and ride facility maintenance, and vehicle capital expenses. 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

The Contractor shall provide the following services:

A.1. Daily intercity commuter bus service between Manchester, North Londonderry (Exit 5), Londonderry (Exit 4), and Salem (Exit 2) and other stops approved by the State and Boston, Massachusetts, with minimum service hours extending from morning peak through evening peak hour, or 5:00 am southbound to 6:30 pm northbound departures, on weekdays. The Contractor and the State will negotiate terms and a budget for service to Windham (Exit 3) upon construction of a park and ride facility there, should the State determine that a need exists for bus service at that location. The contract period is 10 years and the project provides funding for the operation and marketing associated with the service.

A.2. The Contractor 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 approval 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 bus terminals at Exit 5, Exit 4 and Exit 2 of Interstate 93 and a bus maintenance facility and bus storage facility located at Exit 5.

A.4. The Contractor shall utilize fifteen (15) ADA-compliant 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 and to provide an opportunity for customer comment and suggestions for service improvements.

A.6. The Contractor will make approved transit facility repairs and improvements at the State-owned bus terminals at Exit 5, Exit 4 and Exit 2 of Interstate 93, and the bus maintenance facility and the bus storage facility located at Exit 5.

A.7. The Contractor will procure non-revenue replacement equipment, upon approval of NHDOT, in compliance with FTA Circular 4220.1F or as amended.

A.8. The Contractor shall make necessary repairs and overhauls to 12 commuter coaches in accordance with an NHDOT-approved plan. The minimum useful life of each commuter coach that is repaired to the level that would be considered a bus rebuild by FTA standards will be increased by four (4) years from the current minimum useful life.

EXHIBIT B: BUDGET
Revised

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

	Existing Contract	Proposed Amendment #3	Amended Contract
Net Operating Expenses (Total Operating Expenses – Revenues)	\$5,999,797	\$2,777,243	\$8,777,040
Marketing Expenses	\$600,000	\$210,000	\$810,000
Maintenance & Terminal Capital Equipment	\$454,816	\$75,000	\$529,816
Park & Ride Facility Maintenance	\$105,388		\$105,388
Vehicle Capital Expenses		\$1,390,000	\$1,390,000
Contract Price	\$7,160,001	\$4,452,243	\$11,612,244

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), marketing expenses, maintenance and terminal capital equipment, park and ride facility maintenance, and vehicle capital expenses. 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 \$11,612,244. The Contractor will continue to operate commuter bus service under the terms of the agreement until the Completion Date, using the State-owned equipment.

Boston Express Bus, Inc.

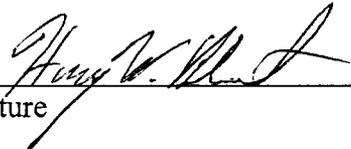
HARRY W. BLUNT

Name

Date: 4-18-14

PRESIDENT

Title



Signature

NH Department of Transportation

James C. Herlihy

Name

Date: 4-28-14

Director

Title



Signature

Approved by Attorney General

Brian W. Buonamano

Name

Date: 5/19/14

AAG

Title



Signature

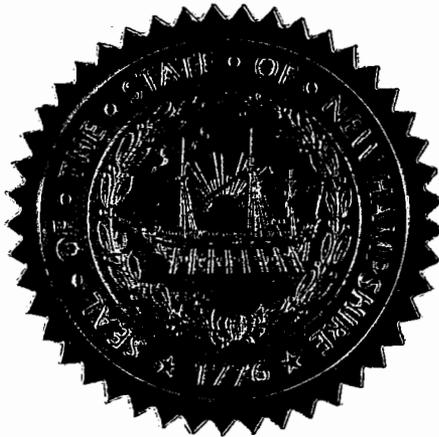
Approved by Governor and Council

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 M. 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

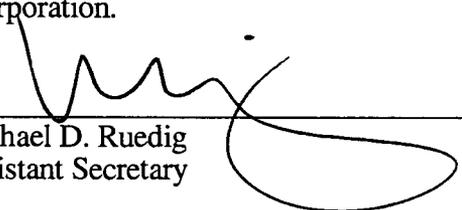
I, Michael D. Ruedig, do hereby certify that:

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 I-93 Manchester to Boston 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.

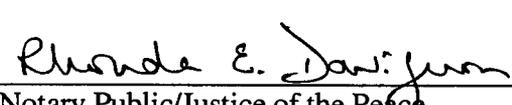
3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of April 18, 2014.
4. Harry W. Blunt is the duly elected President of the Corporation.



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
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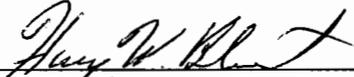
Boston Express Bus, Inc.
Consent of Sole Shareholder

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 I-93 Manchester to Boston 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.

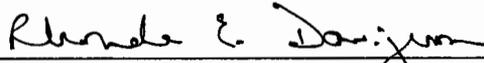
I hereby certify and acknowledge that the State of New Hampshire Department of Transportation will rely on these resolutions as evidence that I have full authority to bind Boston Express Bus, Inc. for that certain Contract Amendment with the State of New Hampshire Department of Transportation, dated April 18, 2014, to add additional funds to the I-93 Manchester to Boston 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(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).

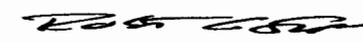
PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Jennifer Porter
	PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: jporter@rowleyagency.com
INSURED Boston Express Bus, Inc. 7 Langdon Street Concord NH 03301	INSURER(S) AFFORDING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

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.

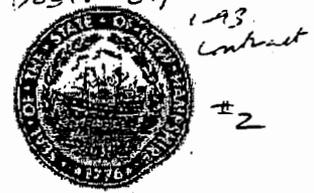
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			YPP1107620-08	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 5,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (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	UTOMOBILE 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	<input type="checkbox"/> OCCUR		Excess of Primary Auto			EACH OCCURRENCE \$ 4,900,000			
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,900,000			
	DED <input checked="" type="checkbox"/>	RETENTION \$ 0					\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2-Z11-260171-013	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS			
	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



CHARLES P. O'LEARY, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Rail & Transit
November 30, 2007

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

original contract
Item # 214
1/16/08

REQUESTED ACTION

Authorize the Department of Transportation to enter into an operating agreement with Boston Express Bus, Inc. (VC # 131270), Concord, NH, for an amount not to exceed \$4,894,613, to provide intercity bus service between Manchester, Londonderry, Salem and Boston-South Station and to manage and operate bus terminals and associated facilities at Exits 5, 4, and 2 of Interstate 93, effective from the date of Governor and Council approval through December 31, 2018, with the option to renew for an additional five-year period subject to Governor and Council approval. 80% Federal funds, 20% Highway funds.

Funding is available in the following account:

<u>Consolidated Federal Aid</u>	
015-096-3054-090-0226	\$4,894,613

EXPLANATION

The Department of Transportation submitted a successful proposal for Congestion Mitigation & Air Quality (CMAQ) funds in 2002 to expand intercity bus service on I-93 between Manchester and Boston. Using CMAQ funds, the State will provide funding to Boston Express Bus, Inc. to operate daily commuter bus service between Manchester and Boston with stops including North Londonderry (Exit 5), Londonderry (Exit 4), and Salem (Exit 2).

This project will also provide funding for marketing of the new service, purchase of maintenance and terminal capital equipment, and operation of bus terminals at Exit 5, Exit 4 and Exit 2 of I-93 and a bus maintenance facility and bus storage facility located at Exit 5.

The Department issued a Request for Proposals in June 2007 for this project, and Boston Express Bus, Inc. submitted the only proposal received in response to the request.

A G R E E M E N T

THE STATE OF NEW HAMPSHIRE AND BOSTON EXPRESS BUS, INC., A NEW HAMPSHIRE CORPORATION, DO HEREBY MUTUALLY AGREE AS FOLLOWS:

This Agreement is entered into by the State of New Hampshire, acting through its Bureau of Rail & Transit, Department of Transportation (hereinafter "State"), and Boston Express Bus, Inc., a New Hampshire Corporation (hereinafter "Contractor"), 7 Langdon St., Concord, NH 03301.

1. EMPLOYMENT OF THE CONTRACTOR: SERVICES TO BE PERFORMED

The State engages the Contractor to perform, and the Contractor shall perform that work identified and more particularly described in the scope of services attached hereto as Exhibit A (the said scope of services being hereinafter collectively referred to as the "Services"). Services may be changed by the Contractor only with the prior written agreement of the State.

2. DEFINITIONS

Effective Date: This Agreement, and all obligations of the parties hereunder, shall become effective upon approval of the Governor and Executive Council.

Commencement Date: Commencement of the Services shall begin upon issuance of a Notice to Proceed by the State and, except as otherwise specifically provided for herein, all services, including all reports required by this Agreement, shall be completed in their entirety prior to the Completion Date.

Completion Date: Completion date of the contract shall be ten (10) years after the Commencement Date. Vehicles used for the Services may be used beyond the Completion Date as provided in Section 6 b. The Contractor may request an additional five-year agreement under the same or revised terms, to be submitted to the 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.

Contracting Officer: The Assistant Commissioner of the Department of Transportation.

Premises: The State-owned park and ride lots, bus terminals, and bus maintenance and storage facilities near I-93 at North Londonderry Exit 5, Londonderry Exit 4, and Salem Exit 2 as shown in Exhibit C.

3. CONTRACT BUDGET; CONTRACT PRICE LIMITATION

3.1 The Contract Budget is set forth in Exhibit B to this Agreement, which is herein incorporated by reference.

3.2 The Contract Price Limitation represents the maximum to be paid by the State to the Contractor under this contract for a period of three years beginning on the Commencement Date. Notwithstanding the budget in Exhibit B.1, payment for operating expenses shall not exceed the operating deficit (total costs less fare revenues). Federal funds will cover 80% and the State shall be responsible for paying the balance of operating deficit.

4. ACCOUNTING, BOOKKEEPING, AND REPORTING REQUIREMENTS

4.1 Contractor and/or subcontractors shall establish and maintain accounting and bookkeeping documents as required by the State. The Contractor shall maintain payroll information, time sheets, accounts payable and receivable documents to support requests for reimbursement and make them available upon request by the State.

4.2 **Maintenance of Records.** The contractor shall keep and maintain the records, documents, and accounts described herein between the Effective Date and the Completion Date and for a period of three years after the Completion Date or the date of resolution of all matters relating to this Agreement, whichever is later.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



-Amendment #1
6/8/11
Item 174

GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit
May 9, 2011

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment (Contract # 400125) with Boston Express Bus, Inc. (Vendor #166250), Concord, NH, for bus service on I-93 between Manchester and Boston, MA by increasing the contract amount by \$465,388 from \$4,894,613 to \$5,360,001, effective upon Governor and Council approval through December 31, 2018. The original agreement was approved by Governor and Council on January 16, 2008 (Item # 214). 100% Federal funds.

Funding is available as follows:

FY 2011

04-96-96-963515-3054

Consolidated Federal Aid

400-500870 Highway Contract Payments

\$465,388

EXPLANATION

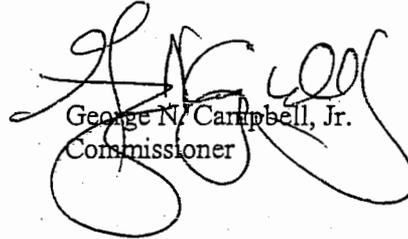
The Department entered into a contract with Boston Express Bus, Inc. in 2008 to initiate commuter bus service from North Londonderry (Exit 5), Londonderry (Exit 4), and Salem (Exit 2) to Boston, using State and Federal Transit Administration (FTA) Congestion Mitigation & Air Quality (CMAQ) funds to defray operating and marketing expenses and make capital improvements. This service has been very successful, with ridership averaging approximately 28,000 per month on 26 daily round trips. Although ridership has grown significantly, the service requires additional operating subsidy due to higher costs for extending service to downtown Manchester, increasing fuel costs and other expenses. This contract amendment provides an additional \$360,000 to assist with the operating expenses. An additional \$105,388 will be used to make repairs and improvements to the State-owned park and ride facilities. State Highway funds will be used to provide the 20% highway funds matching share for capital expenses. However, Transportation Development Credits (Turnpike Toll Credits) will be used to provide the 20% matching share, effectively using 100% federal funds. The amendment also clarifies the contractor's responsibility to maintain and provide insurance for the park and ride facilities.

In the event that Federal funds become unavailable, additional 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

Approved 10/9/11
Item #122
Amendment #2



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit
October 10, 2011

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment (Contract # 400125) with Boston Express Bus, Inc. (Vendor #166250), Concord, NH, for bus service on I-93 between Manchester and Boston, MA by increasing the contract amount by \$1,800,000 from \$5,360,001 to \$7,160,001, effective upon Governor and Council approval through December 31, 2018. The original agreement was approved by Governor and Council on January 16, 2008 (Item # 214) and amended June 8, 2011 (Item #174). 100% Federal Highway Administration funds.

Funding is available as follows:

Table with 2 columns: Description and FY 2012 amount. Row 1: 04-96-96-963515-3054 Consolidated Federal 400-500870 Highway Contract Payments \$1,800,000

EXPLANATION

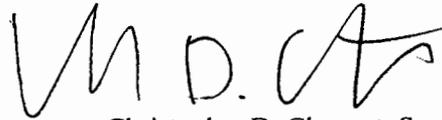
The Department entered into a contract with Boston Express Bus, Inc. in 2008 to initiate commuter bus service from North Londonderry (Exit 5), Londonderry (Exit 4), and Salem (Exit 2) to Boston, using State and Federal Transit Administration (FTA) Congestion Mitigation & Air Quality (CMAQ) funds to defray operating and marketing expenses and make capital improvements. The service has been successful, with 330,000 passengers carried in 2010 and ridership up more than 13 percent in 2011. Although the bus service now covers more than 90 percent of its operating cost from revenues, it still requires a subsidy to offer the extensive schedule and frequency needed to serve the commuter market. The Federal Highway Administration has agreed to allow the use of Federal-aid funding to support the operation during construction of improvements to I-93. This contract amendment provides an additional \$1,800,000 Federal Highway Administration funds to assist with the operating expenses. Transportation Development Credits (Turnpike Toll Credits) will be used to provide the 20% matching share, effectively using 100% Federal Highway Administration funds. The amendment also revises the "termination for convenience" provision in the agreement, extending the allowable period from 30 to 90 days; changes the bus service destination from "South Station-Boston" to "Boston" (allowing other stops in Boston); removes the three-year limit on financial support for the service; and revises the Facility Rules and Regulations to clarify the operator's responsibility for managing the park and ride lot.

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,

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

Christopher D. Clement, Sr.
Commissioner



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,

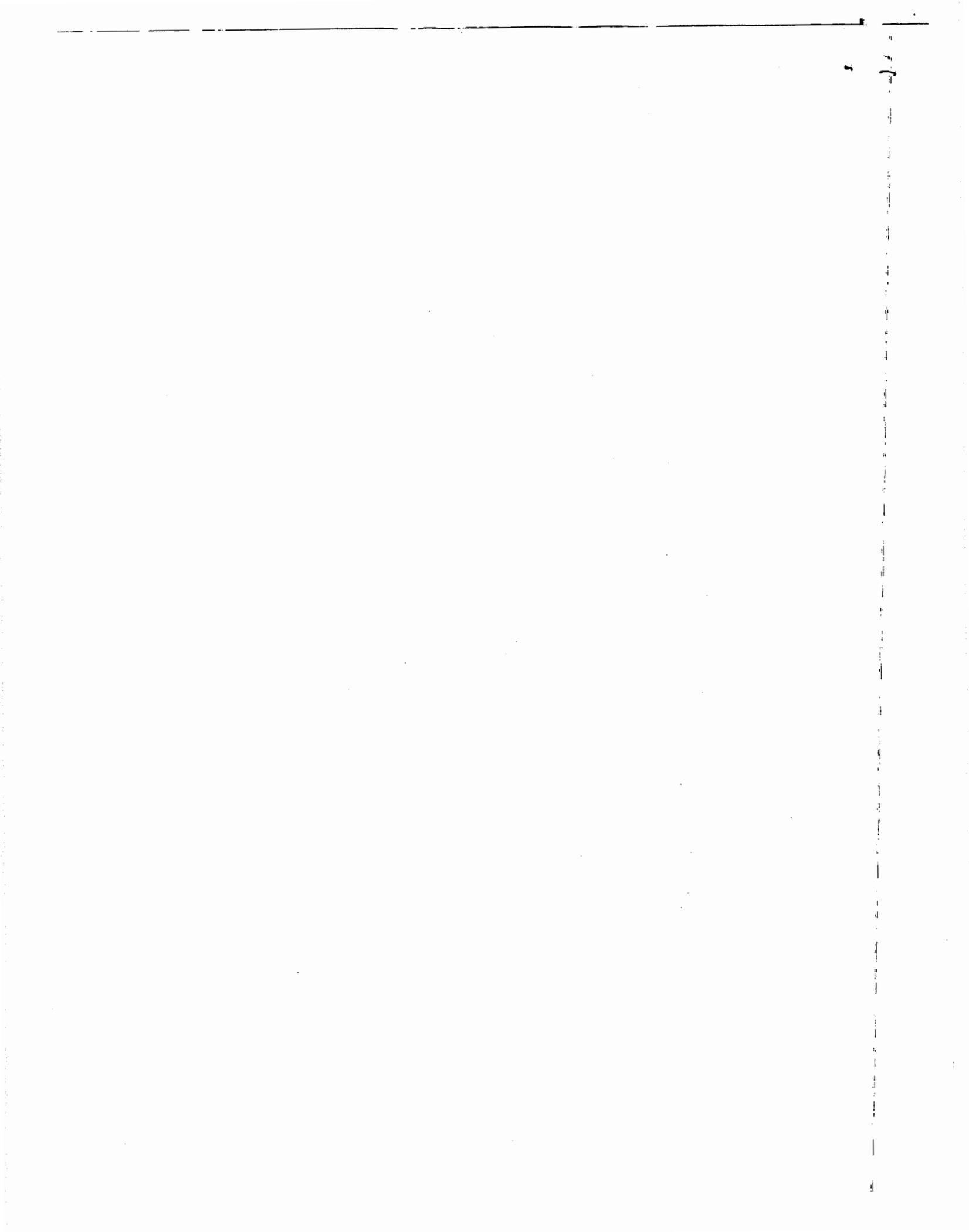
The Capital Budget Overview Committee, pursuant to the provisions of RSA 228:12-a, on April 15, 2014, approved the request of the Department of Transportation, Bureau of Rail and Transit, to use up to \$1,337,751 of Turnpike Toll Credit, based on total amended project costs not to exceed \$5,364,848 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,

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

Christopher D. Clement, Sr.
Commissioner



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%

