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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
June 19, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to amend PO #5000127, with Vanasse Hangen Brustlin, Inc., Bedford, NH, Vendor #174584, to perform a system planning study to examine turnpike transportation system upgrades along three (3) miles of the F.E. Everett Turnpike (I-293) through Exits 6 and 7 in the City of Manchester, by extending the completion date from August 31, 2013 to December 31, 2013, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on March 7, 2012, Item #84. Time extension only, no new funding.

EXPLANATION

The purpose of this engineering and environmental consultant services Agreement is for a system planning study to examine turnpike transportation system upgrades along three (3) miles of the F.E. Everett Turnpike (I-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Exit 5 (Granite Street), through and including Exit 6 (Goffstown Road/Amoskeag interchange) to approximately one (1) mile north of Exit 7 (NH Route 3A). The study report will perform a planning-level study of the transportation-system needs, potential improvement, and other ramifications specific to the project area and the interdependent operation of the interchanges. The goal is to establish practicable alternatives for further development of preliminary-engineering plans and formal environmental documentation. The study will also involve traffic analysis, evaluation of environmental resources and impacts at a macro level, and a substantial public-participation program. This Part A contract is for the system planning study only. Under this contract, the Department reserves the right to either negotiate a scope and fee for the preliminary design (Part B) and final design (Part C) services (subject to subsequent approval) for the transportation system upgrade project with Vanasse Hangen Brustlin, Inc., or terminate the contract. This project is currently included in the State's Ten-Year Transportation Improvement Plan for planning and engineering study (Manchester 16099).

This amendment to the Agreement is to extend the contract's original completion date to ensure sufficient time for any continued public outreach, coordination with the local communities, and for Department review. Of the original \$883,591 amount for this contract, there is a balance of approximately \$400,760 remaining.

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

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

Christopher D. Clement, Sr.
Commissioner



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

MANCHESTER CORRIDOR STUDY
(F.E.E.T. I-293 Exit 6-7)
16099
(PART A)

Bureau of Highway Design
Room 200 (CMF)
Tel. (603) 271-2171
Fax (603) 271-7025

June 19, 2013

Mr. Martin F. Kennedy, P.E.
Vanasse Hangen Brustlin, Inc.
6 Bedford Farms Drive, Suite 607
Bedford, NH 03110-6532

Dear Mr. Kennedy:

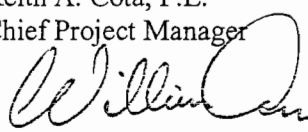
This letter amends Article I, Section H (Date of Completion) for the above-noted Agreement. The original and amended dates are as follows:

Original Completion Date	August 31, 2013
By this letter, amended to	December 31, 2013

This no-additional-cost change order for the extension is as requested by your letter dated May 2, 2013.

This amendment becomes effective upon approval by the Governor and Council.

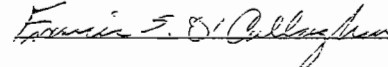
Sincerely,


Keith A. Cota, P.E.
Chief Project Manager


Approved: William J. Cass, P.E.
Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: 
Title: EVP

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AGREEMENT AMENDMENT**MANCHESTER 16009 (PART A)****VANASSE HANGEN BRUSTLIN, INC.**

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

Consultant

WITNESS TO THE CONSULTANT

CONSULTANT

By: *Kevin Bunnell*By: *Frank S. O'Callaghan*
EVP (Title)Dated: 6/25/13Dated: 06-25-13**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: *Michelle Thorne*By: *William J. Carr, P.E.*
Director of Project Development
For DOT COMMISSIONERDated: 6/25/13Dated: 6/25/13**Attorney General**

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

Dated: 7/12/13By: *M. A. W.*
Assistant Attorney General**Secretary of State**

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

Dated: _____

Attest:

By: _____
Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

**Manchester Corridor Study
(F.E.E.T. I-293 Exit 6-7)
16099 (PART A)**

I, Robert Brustlin, hereby certify that I am the duly elected
President of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a
meeting of the Board of Directors of the Corporation, duly called and held
on January 31, 2013, at which a quorum of the Board was present and
voting.

VOTED:

*That Francis O'Callaghan is the duly elected Executive
Vice President of Vanasse Hangen Brustlin, Inc. and is
hereby authorized to execute contracts, bonds, and
proposals in the name and behalf of said company and affix
its corporate seal thereto; and such execution of any
contract or obligation in this company's name on its behalf
under seal of the company, shall be valid and binding upon
this company.*

I hereby certify that said vote has not been amended or repealed
and remains in full force and effect as of this date, and that Francis
O'Callaghan is the duly elected Executive Vice President of this
Corporation

ATTEST:

Date: 6/25/13

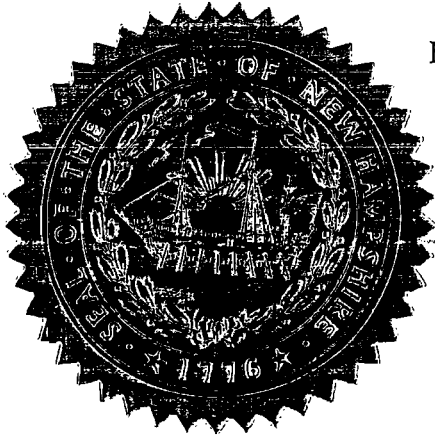
Robert D. Brustlin

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 VANASSE HANGEN BRUSTLIN, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on December 11, 1986. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of June, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)

07/10/2013

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	Phone: 781-245-5400 Fax: 781-245-5463	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: VANAS-1
INSURED Vanasse Hangen Brustlin, Inc.; VHB Engineering, Surveying & Landscape Arch., PC., Vanasse Hangen Brustlin, LLC, MSCW, Inc. & VHB, VHB Eng. NC, PC P. O. Box 9151 Watertown, MA 02471	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Co of CT	25682
	INSURER B: Phoenix Insurance Company	25623
	INSURER C: Travelers Indemnity Co America	25666
	INSURER D: Travelers Indemnity Co.	25658
	INSURER E: Safety Insurance Company	39454
	INSURER F: Charter Oak Fire Ins. Co.	25615

COVERAGES **CERTIFICATE NUMBER:** **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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Business Owners ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X	680-2611L561-TCT-13 INSURANCE IS PRIMARY INCL. BLANKET WAIVER	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
E	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS C ☒ SCHEDULED AUTOS D ☒ HIRED AUTOS B ☒ NON-OWNED AUTOS	X	1501873 BA-2044L84A-13-GRP BA-2067L575-13-GRP BA-2043L055-13-GRP	06/13/2013 05/01/2013 05/01/2013 05/01/2013	06/13/2014 05/01/2014 05/01/2014 05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE ☒ RETENTION \$ 10,000	X	UP0D314787	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	XVMPAUB-5825Y49-6-13 MA,CT,RI,NH,NY,FL,VT,NC	05/01/2013	05/01/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof. Office Packa		680-2611L561-TCT-13 INSURANCE IS PRIMARY	05/01/2013	05/01/2014	Valuable Records 2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Manchester Corridor Study (F.E.E.T.I-293 Exit 6-7) 16009 (Part A).
Interest of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms. Insurance is primary and non-contributory. 30 day notice of cancellation except 10 day notice of cancellation for non-payment.

CERTIFICATE HOLDER NHDOT-1 New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)
07/10/2013

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole		Phone: 781-245-5400 Fax: 781-245-5463	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: VANAS-1
INSURED Vanasse Hangen Brustlin, Inc. P. O. Box 9151 Watertown, MA 02471		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37885	

COVERAGES **CERTIFICATE NUMBER:** **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
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPI/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT
A	ARCH/ENG. E&O			DPR9711037	07/19/2013	07/19/2014	AGGREGATE 2,000,000 Deduct 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense. Re: Manchester Corridor Study (F.E.E.T.I-293 Exit 6-7) 16099 (Part A). 30 day notice of cancellation except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER NHDOT-1 New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Bureau of Highway Design



STOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

January 19, 2012

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

Requested Action

Authorize the Department of Transportation to enter into an Agreement with Vanasse Hangen Brustlin, Inc., Bedford, NH, Vendor #174584, for a fee amount not to exceed \$883,591.00, to perform a system planning study to examine turnpike transportation system upgrades along three (3) miles of the F.E. Everett Turnpike (I-293) through Exits 6 and 7 in the City of Manchester, effective upon Governor and Council approval, through August 31, 2013. 100% Turnpike Funds.

Funding is available as follows:

04-96-96-961017-7507	Central NH Turnpike	
400-500870	Highway Contract Payments-DOT	<u>FY 2012</u> \$883,591.00

EXPLANATION

The Department requires professional engineering design, planning, and environmental consultant services for a system planning study to examine turnpike transportation system upgrades along three (3) miles of the F.E. Everett Turnpike (I-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Exit 5 (Granite Street), through and including Exit 6 (Goffstown Road/Amoskeag interchange) to approximately one (1) mile north of Exit 7 (NH Route 3A). The study report will perform a planning-level study of the transportation-system needs, potential improvement, and other ramifications specific to the project area and the interdependent operation of the interchanges. The goal is to establish practicable alternatives for further development of preliminary-engineering plans and formal environmental documentation. The study will also involve traffic analysis, evaluation of environmental resources and impacts at a macro level, and a substantial public-participation program. The Department reserves the right to either negotiate a scope and fee for the preliminary and final design for the transportation system upgrade project with Vanasse Hangen Brustlin, Inc., or terminate the contract. This project is currently included in the State's Ten-Year Transportation Improvement Plan for planning and engineering study (Manchester 16099).

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for engineering design, planning, and associated environmental services for the Manchester 16099 Corridor Study (F.E.E.T. I-293 Exit 6-7). The assignment was listed as a "Possible Action Project" on the Department's website on August 27, 2010, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on October 15, 2010 for consideration and approval by the Assistant

Commissioner. Upon receipt of that approval, three shortlisted firms were notified on October 20, 2010 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on December 16, 2010 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (The completed individual rating ballots and the ranking summary form, as well as comments on the proposals, are attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of six (6) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm

The Louis Berger Group, Inc.
CLD Consulting Engineers, Inc.
Fay, Spofford & Thorndike, LLC
 McFarland-Johnson, Inc.
 Parsons Transportation Group Inc.
Vanasse Hangen Brustlin, Inc.

Office Location

Manchester, NH
Manchester, NH
Bedford, NH
 Concord, NH
 Boston, MA
Bedford, NH

The firm of Vanasse Hangen Brustlin, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the required services for a total fee not to exceed \$883,591.00. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

This Agreement has been approved by the Attorney General as to form and execution. 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, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,



Christopher D. Clement, Sr.,
 Commissioner