



93 *Paul*

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
March 21, 2014

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

REQUESTED ACTION

1. Authorize the Department of Transportation to amend PO #4000317, with Vanasse Hangen Brustlin, Inc., Bedford, NH and Watertown, MA, Vendor #174584, for final design for the reconstruction and widening of a 6.0-mile section of NH 125 in Plaistow and Kingston, by increasing the total amount payable by \$153,450.00 (from \$2,489,763.00 to \$2,643,213.00) for additional design services that were not anticipated in the original scope of work, effective upon Governor and Council approval. 100% Federal Funds.

Funding is available as follows:

04-96-96-963015-3054	<u>FY 2014</u>
Consolidated Federal Aid	
046-500463 Eng Consultants Non-Benefit	\$153,450.00

2. Further, authorize to amend the contract's completion date from May 30, 2014 to November 30, 2015, effective upon Governor and Council approval.

EXPLANATION

On April 19, 2006, the Governor and Council authorized the subject engineering and environmental consultant services Agreement (Item #112; copy of Resolution attached) in the amount of \$2,164,531.00 for the final design, contract plans, specifications, estimates and right-of-way plans for the reconstruction and widening of NH Route 125 from the intersection of NH Route 125/East Road/Old Westville Road (Joanne Drive) in the Town of Plaistow northerly approximately 6.0 miles to the NH Route 125/Main Street intersection in the Town of Kingston. This project is currently included in the State's Ten Year Transportation Improvement Plan (Plaistow-Kingston 10044).

On August 24, 2011, the Governor and Council authorized an amendment to the Agreement (Item #73; copy of Resolution attached) to increase the fee by \$325,232.00 for additional services including a change in typical section, additional survey, right-of-way and legacy alignment changes, utility coordination, Danville Road sidewalk extension, gravel wetland redesign, muck preload design, change to tie-in of contracts, temporary signal design at Danville Road, Service Road extension, pavement rehabilitation extension southerly, Kelly Brook pollutant loading, Kingston Road truck turn around, ROW legacy alignment, and additional Phase II archaeological work at two sites. The amendment increased the total amount payable from \$2,164,531.00 to \$2,489,763.00. The contract completion date has also been subsequently amended and extended due to the Department's shifting of project priorities within the program and the Ten Year Plan.

The currently-proposed amendment to the Agreement is for additional work to address input received by the Department from the Town of Plaistow and affected property owners at multiple meetings. The additional work is associated with further refinements to the design of the Service Road, Access Road, Old Road, and NH 125.

The increase in fee as proposed is commensurate with the revised scope of work and the corresponding additional engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

This amended 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 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,

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

Christopher D. Clement, Sr.
Commissioner



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

PLAISTOW-KINGSTON
MGS-STP-T-X-5375(010)
10044-B
(PART B)

Bureau of Highway Design
Room 200 (CMF)
Tel. (603) 271-2230
Fax (603) 271-7025

March 19, 2014

Mr. Francis S. O'Callaghan, P.E.
Vanasse Hangen Brustlin, Inc.
2 Bedford Farms Drive, Suite 200
Bedford, NH 03110-6532

Dear Mr. O'Callaghan:

This letter amends Article I, Description of Professional Services to be Rendered; Section D (Scope of Work - Final Design) and Section J (Date of Completion) as well as Article II, Compensation of Consultant for Cost Plus Fixed Fee Agreements; Section A (General Fee) in the above-referenced Agreement.

Article I, Section E (Scope of Work - Final Design) is being amended to incorporate the engineering tasks and services primarily associated with supplemental work tasks to revise the design of the 10044G contract, as well as additional project-wide efforts, as outlined in the Amendment #8 - Service Road Re-Design issued March 3, 2014, submitted by and received from the CONSULTANT, which is included as an attachment to this amendment.

Article I, Section J (Date of Completion) is being amended to allow sufficient time to complete the additional services. The original and amended dates are as follows:

Table with 2 columns: Original Completion Date, Amended to. Rows include dates: May 31, 2010; April 30, 2012; January 31, 2013; May 30, 2014; November 30, 2015.

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by \$153,450.00 as payment for additional design services by Vanasse Hangen Brustlin, Inc. for work not anticipated under the previously-amended agreement.

The portion of Article II, Section A (General Fee) specifying the dates for the fee and manhour estimates is being amended to read as follows:

"The total amount to be paid under this AGREEMENT shall not exceed \$2,643,213.00, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of February 22, 2006, January 17, 2008, March 29, 2011, and March 3, 2014),..."

Furthermore, this fee increase revises the amounts in Article II, Section B (Summary of Fees) as follows:

- Increases the estimated amount of (a) actual CONSULTANT'S salaries, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead by \$139,500.00, from \$2,001,793.36 to \$2,141,293.36.

- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by \$13,950.00, from \$199,868.64 to \$213,818.64.
- Does not change the estimated amount of (c) reimbursement for direct, out-of-pocket expenses, which remains at \$131,835.00.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Independent Archaeological Consulting, LLC, which remains at \$156,266.00.

Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed \$2,643,213.00, unless otherwise authorized."

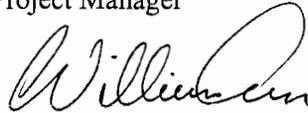
The above additional work revises the total amount payable under this Agreement, which increases from \$2,489,763.00 to \$2,643,213.00 by this amendment.

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

Sincerely,



Victoria H. Chase, P.E.
Project Manager



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

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: Francis S. O'Callaghan

Title: EVP

Attachment

AGREEMENT AMENDMENT

PLAISTOW-KINGSTON, MSG-STP-T-X-5375(010), 10044B (PART B)

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: *Louis Berni*

By: *Francis S O'Callaghan*

EVP (Title)

Dated: *3/26/14*

Dated: *3/26/14*

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: *Michelle Drouin*

By: *William J. Cass*

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

For DOT COMMISSIONER

Dated: *3/27/14*

Dated: *3/27/14*

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: *4/4/14*

By: *M. M. W. T.*
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

NH 125 PLAISTOW-KINGSTON 10044B

AMENDMENT #8 – SERVICE ROAD RE-DESIGN

The purpose of this Amendment #8 is to update VHB's current project scope and fee for the 10044B project. VHB is requesting additional funds to complete the requested revisions associated with the re-design of the Service Road under Contract 10044-G and other additional or expanded work efforts associated with the completion of the 10044-G contract as outlined below.

On August 3, 2012 VHB received a NTP on Amendment 7 budget reallocation and worked on revising the Service Road design based on discussions with the Department related to the extension of the Service Road, and associated revisions to the Access Road and Old Road. VHB then submitted Progress Prints to NHDOT for the Service Road on September 12, 2012.

VHB was in the process of developing the 10044-G Revised Slope & Drain Submission and awaiting comments when the Department directed VHB to stop advancing this work until some Service Road issues could be resolved with the Town and abutters. Prior to and during this work stoppage, there were various communications (email, conference calls, meetings, requests for information, etc.) with the Department regarding design revisions that needed to be evaluated and provided to resolve the various Service Road issues pertaining to ROW, information for septic designs by others, information on well locations, and revisions to BMP #4. VHB was essentially on hold from advancing the Service Road design for one year.

On October 18, 2013 VHB met with the Department to review their proposed hand drawn design tissues and plans developed to address related issues and once again move the project forward.

The additional work efforts related to these work efforts and to finishing the 10044-G contract through Final Mylars are listed below.

1. General Project Coordination and Administration:

The overall 10044-B project work has been extended several times and is now being extended again (from May 30, 2014 to November 30, 2015) requiring additional coordination (including phone calls, e-mails, meetings [both internal and external], etc.) and additional project administration. Approximately 16 hours/month has been utilized to date and expected to continue as required to accommodate these various coordination efforts, to accommodate design modifications and verifications as needed to meet the revised project schedule. Based on the remaining hours we have in the current budget we are estimating that we only require 15 additional months (or 240 additional hours) to complete these efforts through November 2015 for this task.

2. Revised Service Road Slope & Drain Submission:

- a) Service Road Re-Designs (2) Iterations: The re-designs were based on several meetings the Department held with the Town and property owners. VHB was not included in these meetings.

Based on the Department's direction on October 18, 2013, VHB evaluated and incorporated their comments into a re-design of the Service Road. VHB modified the horizontal and vertical alignments, pavement layout, slope limits, and drainage design to identify the associated right-of-way impacts for the new construction limits along Service Road, Access Road, and Old Road. "Progress prints" for this preliminary design were submitted to the Department on November 14, 2013 for review and comment. The submission included typical sections, a plan, profiles, cross sections, rough drainage layout, associated right-of-way impacts, and a list of issues to consider during the review.

VHB received comments from the Department on the first progress print submission on December 6, 2013 and was asked to incorporate additional changes. VHB again modified the horizontal and vertical alignments, pavement layout, slope limits, and drainage design to identify the associated right-of-way impacts for the new construction limits along Service Road, and Old Road. "Progress prints" for this preliminary design were submitted to the Department on December 24, 2013 for review and comment. The submission included a plan, profiles, cross sections, rough drainage layout, and associated right-of-way impacts.

After receiving comments from the Department on the second progress print submission on January 7, 2014, VHB progressed the design forward, completed the revised Service Road Slope & Drain Submission and submitted to the Department on January 22, 2014 for review and comment.

- b) Design Revisions to BMP #4: VHB was asked to conceptually re-design BMP #4 on four (4) separate occasions which included coordination with the Department and separate conceptual design efforts during the following months:
- April/May 2013
 - June 2013
 - October 2013
 - November/December 2013 (design moving forward with modifications)
- c) Drainage Re-Design: VHB will revise current proposed closed drainage systems along NH 125, Access Road, Service Road and Old Road, and revise BMP #4, based on the revisions mentioned above. Since the project has been on hold for so long it will also take some additional time to get back up to

speed, make the appropriate revisions, and prepare an updated drainage report supplement.

- d) **Revised/Updated Overall 10044-G Slope & Drain Estimate:** VHB will review the previous estimate and update it appropriately incorporating the revisions mentioned above along NH 125, Access Road, Service Road and Old Road. This estimate will be prepared at a Slope & Drain level of detail.
- e) **Address Revised Service Road Slope & Drain Comments/Revisions:** VHB has allotted some hours to address potential comments that may require some rework before moving forward to PPS&E.

3. **Other Highway and Miscellaneous Tasks:**

- a) **10044-G Revised Utility Plans:** VHB will make the appropriate revisions to NH125, Access Road, Service Road and Old Road based on the revisions mentioned above and submit revised Utility Plans.
- b) **10044-G Additional Utility Coordination:** Since the project has been on hold for so long it will also require getting the utility companies up to speed on the project status and revised schedule, and require a review of the revised plans.
- c) **10044-G Incorporate Supplemental Geotechnical Information:** VHB will incorporate supplemental geotechnical information as appropriate. This will likely require revisions to notes, typical sections, details, plans, and cross sections.
- d) **10044-G Revised Purchase ROW Plans:** VHB will make the appropriate revisions to NH 125, Access Road, Service Road and Old Road based on the revisions mentioned above and submit revised Preliminary Purchase ROW Plans based on the Department's revised schedule. After the Department provides comments on the Preliminary plans, VHB WILL prepare the revised Purchase ROW Plans.
- e) **10044-G Review/Revise Previously Progressed PPS&E Plans:** VHB will make the appropriate revisions to NH125, Access Road, Service Road and Old Road based on the revisions mentioned above and submit PPS&E Plans. Some information has changed since the project was last submitted. This time is provided to review and incorporate those changes prior to the PPS&E submission.
- f) **10044-G Revise NH125 Design (500') Change to Full Depth:** Based on the Department's direction on January 22, 2014, VHB will revise 500 LF of NH125 in the vicinity of the East Road/Joanne Drive intersection. From the

northerly edge of the intersection and proceeding 500' northerly, this section of NH125 will now be a full depth reconstruction to remove existing contaminated soils.

This may require replacement of the existing closed drainage system, modifications to the slope lines, additional utility coordination for potential impacts to the existing underground gas and water utilities, re-evaluate the traffic control for this section and update quantities.

VHB will revise the typical section, plan slope limits, adjust profile labels, and update cross sections to reflect the full depth reconstruction limits.

- g) **Incorporating Ground Survey:** VHB will incorporate additional ground survey into the base mapping. We have assumed receiving new survey for five (5) separate requests.

4. **Environmental Tasks:**

- a) **Update Wetland Impacts and Additional Flagging/Verification:** The Department has asked VHB to flag additional wetlands in the vicinity of the Service Road. Some work was done previously (winter/spring 2013) and some will be completed in the spring of 2014.
- b) **Pollutant Loading Analysis:** VHB will review the revised design and perform updated Pollutant Loading calculations. BMP #4 has been revised and redesigned. This information will be summarized for quick comparison to previous calculations.

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

**Plaistow-Kingston
MGS-STP-X-T-5375(010)
10044-B
(PART B)**

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: 3-26-14

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 1st day of April, A.D. 2014

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)

03/25/2014

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	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	X	680-2611L561-IND-13	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Business Owners					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
E	AUTOMOBILE LIABILITY	X	1501873	06/13/2013	06/13/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$					
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	UP0D314787	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000					\$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	XVMPOUB-5825Y49-6-13 MA,CT,RI,NH,NY,FL,VT,NC	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof. Office Packa		680-2611L561-IND-13	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: Plaistow-Kingston MGS-STP-X-T-5375(010) 10044-B (Part B) (Agreement dated March 23, 2006 Contract No. 156235). Interest of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
NHDOT-1 New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	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

ITEM # 112



CAROL A. MURRAY, P.E.
Commissioner

JEFF BRILLHART, P.E.
Assistant Commissioner

Bureau of Highway Design

March 27, 2006

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 (Plaistow-Kingston, 10044-B) with Vannasse Hangen Brustlin, Incorporated of Bedford, NH and Watertown, MA (VC#40332) in the amount of \$2,164,531.00 for final design for the reconstruction and widening of a 6.0-mile section of NH 125 in Plaistow and Kingston, from the date of the Notice to Proceed, following Governor and Council approval, through May 31, 2010.

Funding is available as follows:	015-096-3054-090-0104	<u>FY 2006</u>
	Consolidated Federal Aid	\$2,164,531.00

EXPLANATION

The Department requires engineering and environmental consulting services for the preparation of the final design, contract plans, specifications, estimates and right-of-way plans for the reconstruction and widening of NH Route 125 from the intersection of NH Route 125/East Road/Old Westville Road (Joanne Drive) in the Town of Plaistow northerly approximately 6.0 miles to the NH Route 125/Main Street intersection in the Town of Kingston. (This contract excludes the design of the Newton Junction and Hunt Road intersection with NH Route 125, which was previously designed and constructed under a separate contract.) This project is included in the State's Ten-Year Transportation Improvement Plan.

The proposed improvements for this project consist of an upgrade of the existing roadway, including widening for added travel lanes, shoulders and/or center turn lanes, geometric improvements along the mainline such as profile improvements, improvements to side roads with poor skew angles, and the incorporation of access management elements, as well as signalization of major intersections. The work will take place within the existing corridor.

NH Route 125 is made up of a mix of residential and commercial areas with denser existing development occurring at the southern end of the corridor in Plaistow. The existing section of NH Route 125 consists of a two-lane road with intermittent shoulders and many intersecting side roads. The southern limit of the project will match into an extensively-developed section of NH Route 125 with a five-lane-wide typical section. The northern limit of the project will match into an improved section of NH Route 125 with 10-foot shoulders, which bypasses Main Street in Kingston.

The purpose of this final design contract is to prepare contract plans, specifications and estimates suitable for advertisement for bids for the NH Route 125 roadway reconstruction.

Since the firm of Vanasse Hangen Brustlin, Incorporated has satisfactorily completed the preliminary engineering design for this project, the Department proposes to continue with this firm to perform the final-design effort. (See attached approved Resolution for the preliminary design services, Item No. 152.) Background information on this firm is attached.

The consultant selection process employed by the Department for this 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.

Vanasse Hangen Brustlin, Incorporated has agreed to furnish the required services for a total fee not to exceed \$2,164,531.00. 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. Eighty percent (80%) of the cost will be borne by the Federal government and twenty percent (20%) of the cost will be borne by the State of New Hampshire.

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.

It is respectfully requested that authority be given to enter into an agreement for consulting services as detailed in the Requested Resolution.

Sincerely,


Carol A. Murray, P.E.
Commissioner

CAM/wjh
Attachment

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ITEM # 73

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Bureau of Highway Design



JORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

July 20, 2011

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

Requested Action

Authorize the Department of Transportation to amend contract #156235, with Vanasse Hangen Brustlin, Inc., Bedford, NH and Watertown, MA, Vendor #174584, for final design for the reconstruction and widening of a 6.0-mile section of NH 125 in Plaistow and Kingston, by increasing the total amount payable by \$325,232.00 (from \$2,164,531.00 to \$2,489,763.00) for additional design services that were not anticipated in the original scope of work, effective upon Governor and Council approval. 100% Federal Funds.

Funding is available as follows:

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		<u>FY 2012</u>
046-500463	Consultants	\$325,232.00

EXPLANATION

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On April 28, 2010, the Governor and Council authorized an amendment to the Agreement (Item #106; copy of Resolution attached) to extend the project's original completion date of May 31, 2010 to April 30, 2012.

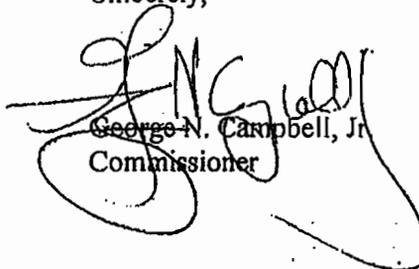
The currently-proposed amendment to the Agreement is for specific additional services not anticipated in the original scope of work that are essential to complete the design of the 10044E contract thru Right-of-Way plans. The additional services include a change in typical section, additional survey, right-of-way and legacy alignment changes, utility coordination, Danville Road sidewalk extension, gravel wetland redesign, muck preload design, change to tie-in of contracts, temporary signal design at Danville Road, Service Road extension, pavement rehabilitation extension southerly, Kelly Brook pollutant loading, Kingston Road truck turn around, ROW legacy alignment, and additional Phase II archaeological work at two sites.

The increase in fee as proposed is commensurate with the revised scope of work and the corresponding additional engineering and technical services to be furnished. This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

This amended 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 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,



George N. Campbell, Jr.
Commissioner

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