



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



17
Beach

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
January 3, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to amend Contract #4003160, with Parsons Brinckerhoff, Inc., New York, NY, and Manchester, NH, Vendor #164158, to complete the final design of the roadway and bridges comprising the northern section of the Salem-Manchester I-93 improvement project beginning in the Town of Windham and ending in the City of Manchester, by decreasing the total amount payable by \$21,412.80 (from \$11,643,998.53 to \$11,622,585.73) for reduced design services that were in the original scope of work, effective upon Governor and Council approval through the contract's original completion date of February 28, 2018. In addition, the Department is requesting to use \$344,383.12 in Non-Participating funds versus GARVEE funds. 100% Other Funds.

Funds to support this request are available in the following account in State FY 2017:

04-96-96-963515-1843	<u>FY 2017</u>
GARVEE I-93 Construction Project	
046-500463 Eng Consultants Non-Benefit	(\$365,795.92)
04-96-96-963515-3311	
Non Par I-93	
046-500464 Consultants	\$344,383.12

EXPLANATION

This project, Salem-Manchester 10418V (Northern Design Section), begins in the vicinity of the existing weigh stations located approximately one mile south of North Lowell Road in the Town of Windham and runs northerly approximately twelve miles to the I-93/I-293 split in the City of Manchester. Funding for this design effort is currently included in the State's Ten-Year Transportation Improvement Plan.

On February 20, 2013, the Governor and Council authorized the subject engineering and environmental consultant services Agreement (Item #88; copy of Resolution attached) in the amount of \$9,358,904.06 to complete the final design for the five (5) individual construction projects by preparing contract plans, specifications, special provisions, estimates of quantities and costs, right-of-way plans, and supplying construction support services. A previous 2005 final design services Agreement that was completed in 2011 brought the final design to an approximately 50% complete stage. At the time, given the funding uncertainties for constructing the remaining capacity improvements associated with this northern section, it was deemed prudent to delay pursuing the remaining design effort until needed. In addition to the typical final design tasks, this Agreement also includes Right-of-Way Acquisition services. More specifically, the Agreement includes: project management and coordination; public involvement and support; Right-of-Way procurement; calculation and documentation of environmental impacts; Phase III Archaeological Evaluations; sound wall evaluations; traffic capacity analysis and traffic demand management; drainage design, including pollutant loading and construction stormwater assessments; geotechnical services; river hydraulics with LOMR; utility relocation and coordination; traffic control for construction; constructability evaluations; CPM scheduling; in-depth cost estimating; and ITS accommodations.

On December 3, 2014, the Governor and Executive Council authorized an amendment to the Agreement (Item #31; copy of Resolution attached) to increase the fee by \$975,664.17 for addition services that included a revised recreational trail design that provides a safer solution by eliminating travel along the shoulder of North Lowell Road, replacement of the Beaver Brook Bridges rather than extending the culverts as originally proposed, designing a solution for the replacement of the Cohas Brook Culverts 41 & 42 due to the T-Wall originally proposed not being a viable solution, additional bridge design efforts for Bridges 38, 39, & 40, design for an additional 2,250 feet of soundwall, overhead sign structure and choice lane at NB I-93 / I-293 split, design refinements to the Kendall Pond Access Road, additional project management resources, development of a Conditional Letter of Map Revision (CLOMR) to the FEMA Flood Insurance Rate Map for the floodway area of Wheeler Brook near Exit 4. The amendment increased the total amount payable from \$9,358,904.06 to \$10,334,568.23.

On October 21, 2015, the Governor and Executive Council authorized an amendment to the Agreement (Item #22; copy of Resolution attached) to increase the fee by \$788,212.27 for addition services that included Traffic Control Plans (TCP) revisions due to the elimination of the "borrow a barrel" method of construction in favor of constructing a NB segment out of traffic, Emergency Access Roads & Beaver Brook Bridge adjustments to design temporary NB ramps and revise the bridge design from a 52' span using cantilevered abutments to a 75' span using integral abutments, revised lane transitions at the northern project limits of the 14633I contract to maintain three NB and four SB travel lanes through the Exit 5 interchange, and additional Right-of-Way abstracting work. The amendment increased the total amount payable from \$10,334,568.23 to \$11,122,780.50.

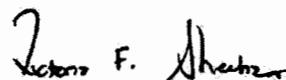
On October 5, 2016, the Governor and Executive Council authorized an amendment to the Agreement (Item #18A; copy of Resolution attached) to increase the fee by \$521,218.03 for addition services that included work associated with the following items: additional hydraulic modeling at Wheeler Pond, additional utility coordination, revisions to the traffic sign plans, additional earthwork at the Cothell preservation Site, additional project management/project administration & controls, additional direct expenses, additional archeological work at the Cothell Site and the Towns-Hunnewell Site, and the redesign of traffic control crossovers. The amendment increased the total amount payable from \$11,122,780.50 to \$11,643,998.53.

This amendment to the Agreement is a final budget reallocation for the engineering services. The completion date for engineering services for this lump sum by line item compensation agreement is December 31, 2016. The reallocation is necessary to align final work efforts with budget task items. Funds were shifted from task items that are no longer needed, not performed, or underutilized to task items that have been completed and over expended. Some of the completed work does not qualify for Federal funds and will be reimbursed by non-participating funds. The final tally resulted in a \$21,412.80 decrease, which reduced the total amount payable from \$11,643,998.53 to \$11,622,585.73. The completion date for the Right-of-Way services is February 28, 2018.

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,



Victoria F. Sheehan
Commissioner



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

SALEM-MANCHESTER

IM-IR-0931(174)

10418C (Northern Section - 2013 Contract)
(Agreement Dated February 20, 2013, PO 4003160)
(Fee Decrease and Reallocation Amendment)

Room 200 (CMF)
Tel. (603) 271-2171
Fax: (603) 271-7025

December 27, 2016

Mr. Richard F. O'Brien, P.E.
Vice President/Area Manager
Parsons Brinckerhoff, Inc.
650 Elm Street
Manchester, NH 03101

Dear Mr. O'Brien:

This letter amends Article II – Firm Fixed Price Line Item Compensation of Consultant in the above-referenced Agreement. This amendment reallocates specific contract funds between firm fixed price line items and also decreases the total fee not to exceed for this Agreement by a net amount of \$21,412.80 (from \$11,643,998.53 to \$11,622,585.73).

Article II, Section A - General Fee, page 37, is being amended to revise the Quantities, Unit Prices, and Totals as follows:

- Item #1, Final Design of Roadways. The Unit Price (Quantity = 1) and Total increase by \$344,383.12, from \$4,128,157.13 to \$4,472,540.25.
- Item #3, Right-of-Way – Base Acquisition Services. The Quantity is revised from 85 to 74. The Unit Price remains unchanged at \$15,471.00. The Total **decreases** by \$170,181.00, from \$1,315,035.00 to \$1,144,854.00.
- Item #4, Right-of-Way – Business/Residential Relocations. The Quantity is revised from 6 to 1. The Unit Price remains unchanged at \$5,433.12. The Total **decreases** by \$27,165.60, from \$32,598.72 to \$5,433.12.
- Item #5, Right-of-Way – Self-Contained Appraisal Updates. The Quantity is revised from 9 to 0. The Unit Price remains unchanged at \$6,000.00. The Total **decreases** by \$54,000.00, from \$54,000.00 to \$0.00.
- Item #6, Right-of-Way – Appraisal Report Updates. The Quantity is revised from 8 to 0. The Unit Price remains unchanged at \$2,000.00. The Total **decreases** by \$16,000.00, from \$16,000.00 to \$0.00.

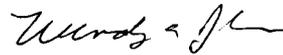
- Item #7, Right-of-Way – Expert Testimony. The Quantity is revised from 17 to 0. The Unit Price remains unchanged at \$4,000.00. The Total **decreases** by \$68,000.00, from \$68,000.00 to \$0.00.
- Item #16, Community Coordination Meetings. The Quantity is revised from 4 to 0. The Unit Price remains unchanged at \$2,259.13. The Total **decreases** by \$9,036.52, from \$9,036.52 to \$0.00.
- Item #20, Prowse Bridge Historical Documentation/Exhibit. The Unit Price (Quantity = 1) and Total **decrease** by \$21,412.80, from \$69,265.89 to \$47,853.09.

The above revisions are as included in your letters to the Department dated December 2, 2016 and December 6, 2016.

The above revised items change the total amount payable under this Agreement, which decreases from \$11,643,998.53 to \$11,622,585.73 by this amendment.

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

Sincerely,



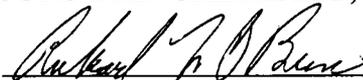
Wendy A. Johnson, P.E.
Project Manager



Approved: Peter E. Stamnas, P.E.
Director of Project Development

We concur in the above Amendment.

PARSONS BRINCKERHOFF, INC.

By: 

Title: VICE PRESIDENT / AREA MANAGER

WAJ/wjh
attachments

AGREEMENT AMENDMENT

SALEM-MANCHESTER, IM-IR-0931(174), 10418-C

PARSONS BRINCKERHOFF, 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

By: Wen Buta
Vice President / Principal PM
Dated: December 27, 2016

CONSULTANT

By: Richard J. O'Brien
Vice President / Area Manager (Title)
Dated: December 27, 2016

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle D. Glavin
Dated: 1/5/17

THE STATE OF NEW HAMPSHIRE

By: [Signature]
Director of Project Development
FOR DOT COMMISSIONER
Dated: 1/5/17

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: 1/30/17 By: [Signature]
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

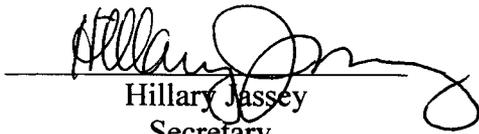
PARSONS BRINCKERHOFF, INC.

SECRETARY'S CERTIFICATE

I, Hillary Jassey, Secretary of Parsons Brinckerhoff, Inc. (the "Corporation"), do hereby certify on behalf of the Corporation and not in my individual capacity that on June 1, 2015 the Board of Directors of the Corporation adopted the following resolution:

"RESOLVED, that parties authorized by the Delegation of Authority may sign RFPs, RFQs and any resulting project contracts or amendments in accordance with the Delegation of Authority."

I further certify that the resolution has not been revoked and that, as a Vice President and Area Manager of the Corporation, Richard F. O'Brien is authorized by the Delegation of Authority to sign Agreement Amendment, Salem-Manchester IM-IR-0931(174), 10418C between the State of New Hampshire, Department of Transportation and the Corporation.

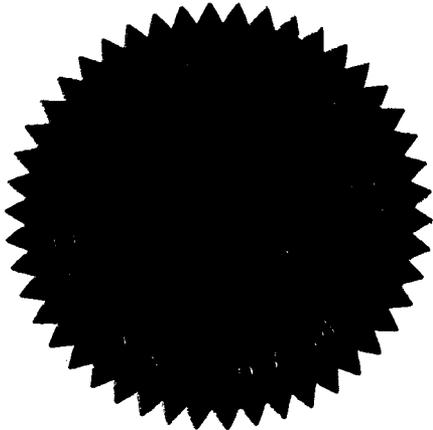

Hillary Jassey
Secretary

December 27, 2016
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 Parsons Brinckerhoff, Inc. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on June 20, 1977. 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 14th day of July, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State



PARSBRI-01

HEVANS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2016

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 JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057	CONTACT NAME: JLT Service Team PHONE (A/C, No, Ext): (713) 325-7605 E-MAIL ADDRESS: wsppbcertrequest@jltus.com	FAX (A/C, No): (713) 789-0415
	INSURER(S) AFFORDING COVERAGE	
INSURED PARSONS BRINCKERHOFF, INC. 4139 Oregon Pike Ephrata, PA 17522	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: Liberty Insurance Corporation	NAIC # 42404
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GLO9835819-03	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	AS7-621-094060-036	11/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	WA7-62D-094060-016	11/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION

(PB #52625); I-93 SALEM0MANCHESTER; SALEM-MANCHESTER IM-IR-0931(174) 10418C (NORTHERN SECTION) (2013 CONTRACT). STATE OF NEW HAMPSHIRE IS ADDITIONALLY INSURED AS RESPECTS TO GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
 JOHN O. MORTON BUILDING
 7 HAZEN DRIVE
 P.O. BOX 483
 CONCORD, NH 03302

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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