



90
Barr

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
October 30, 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 #500033, with Vanasse Hangen Brustlin, Inc., Bedford, NH, and Watertown, MA, Vendor #174584, for the final design for the widening of the Spaulding Turnpike in the Town of Newington and City of Dover, by extending the completion date from December 31, 2013 to December 31, 2014, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on December 18, 2008, Item #77. Time extension only, no new funding.

EXPLANATION

The purpose of this engineering and environmental consultant services Agreement is for the preparation of the final design, contract plans, specifications, estimates and right-of-way plans for the reconstruction and widening of an approximately 3.5-mile section of the Spaulding Turnpike, beginning just north of the Gosling Road/Pease Boulevard Interchange (Exit 1) in the Town of Newington and continuing across the Little Bay Bridges to just south of the Dover Toll Plaza in the City of Dover. This project is currently included in the State's Ten-Year Transportation Improvement Plan and Turnpike Capital Program (Newington-Dover 11238).

This amendment to the Agreement is to extend the contract's original completion date to allow the consultant sufficient time to complete the final design of the northern segment of the Spaulding Turnpike improvements in the City of Dover and to continue coordination for construction support services. Of the amended \$16,370,536.12 amount for this contract, there is a balance of approximately \$3,369,000 remaining (100% Turnpike Funds). The construction of northern segment of this project in Dover is not currently funded in the Turnpike Capital Program, however the design work is being completed in anticipation being able to advertise the work.

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,

A handwritten signature in black ink that reads "C. D. Clement, Sr." 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

NEWINGTON-DOVER
NHS-0271(037)
11238
(PART C)
(Agreement Dated November 5, 2008
PO #500033)

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

October 30, 2013

Mr. Francis S. O'Callaghan, P.E.
Vanasse Hangen Brustlin, Inc.
Kilton Road
Six Bedford Farms, Suite 607
Bedford, NH 03110-6532

Dear Mr. O'Callaghan:

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

Original Completion Date	December 31, 2013
By this letter, amended to	December 31, 2014

This no-additional-cost change order for the extension is as requested by your letter dated June 3, 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: _____

AGREEMENT AMENDMENT

NEWINGTON-DOVER, NHS-0271(037), 11238 (PART C)

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: *Jeanie Dunne*

By: *Francis S. O'Connell*

EVP (Title)

Dated: *12/30/13*

Dated: *12/30/13*

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: *Michelle Brown*

By: *William J. Carr, P.E.*

Director of Project Development

For DOT COMMISSIONER

Dated: *11/4/13*

Dated: *11/4/13*

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: *11/6/13*

By: *M. A. 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

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

**Newington-Dover
NHS-0271(037), 11238
(PART C)**

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:

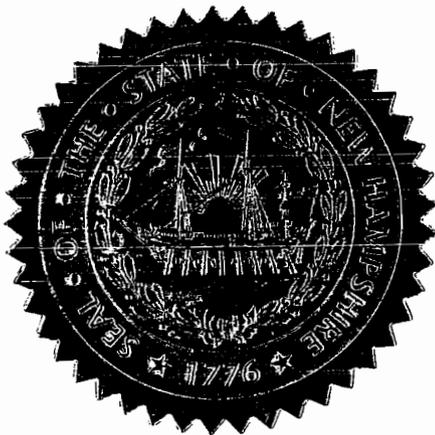
Date: 10-2-13

Robert 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 19th day of July, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)

10/29/2013

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).

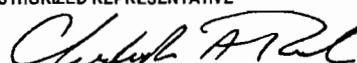
PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: VANAS-1	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Vanasse Hangen Brustlin, Inc.; VHB Engineering, Surveying & Landscape Arch., PC., Vanasse Hangen Brustlin, LLC, MSCW, Inc. & VHB, VHB Eng. NC, PC P. O. Box 9151 Watertown, MA 02471	INSURER 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			680-2611L561-IND-13 INSURANCE IS PRIMARY INCL. BLANKET WAIVER	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					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:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
E C D B	AUTOMOBILE LIABILITY		X	1501873 BA-2044L84A-13-GRP BA-2067L575-13-GRP BA-2043L055-13-GRP	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			XVMPOUB-5825Y49-6-13 MA,CT,RI,NH,NY,FL,VT,NC	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				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 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: Newington-Dover NHS-0271(37), 11238 (Part C). Interest of the State of New Hampshire DOT 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 of premium

CERTIFICATE HOLDER New Hampshire Department of Transportation John O. Morton Building 1 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 

© 1988-2009 ACORD CORPORATION. All rights reserved.



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



GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

November 4, 2008

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 and Watertown, MA, Vendor #40332, in the amount of \$14,962,127.00, for the final design for the widening of the Spaulding Turnpike in the Town of Newington and City of Dover, effective upon Governor and Council approval, through December 31, 2013. 100% Turnpike Funds.

Funding is available in account, Spaulding Turnpike Expansion, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Table with 4 columns: Account Number, Description, FY 2009, FY 2010, FY 2011, FY 2012, FY 2013. Row 1: 017-096-7513-400-0104 Spaulding Tpk. Exp. \$3,100,000.00 \$3,400,000.00 \$3,400,000.00 \$3,400,000.00 \$1,662,127.00

EXPLANATION

The Department requires engineering and environmental consultant services for the preparation of the final design, contract plans, specifications, estimates and right-of-way plans for the reconstruction and widening of an approximately 3.5-mile section of the Spaulding Turnpike, beginning just north of the Gosling Road/Pease Boulevard Interchange (Exit 1) in the Town of Newington and continuing across the Little Bay Bridges to just south of the Dover Toll Plaza in the City of Dover. This project is currently included in the State's Ten-Year Transportation Improvement Plan and Turnpike Capital Program (Newington-Dover 11238).

The project design effort involves reconstructing this section of the Spaulding Turnpike from the existing four-lane facility to eight lanes (three general purpose lanes plus an auxiliary lane in each direction between Exits 3 and 6); reconstructing and widening the Little Bay Bridges on new alignment to an eight-lane facility; rehabilitating the General Sullivan Bridge to function as a pedestrian/bicycle/recreational facility; discontinuing the Exit 2 ramps (Fox Run Road); reconstructing Exit 3 (Woodbury Avenue) to a full service interchange that includes a new northern access into the Pease International Tradeport; modifying the Exit 4 ramps to maintain full access at Nimble Hill Road and Shattuck Way; discontinuing the Exit 5 ramps (Hilton Drive) and constructing a new local two-way Connector Road from Wentworth Terrace and Hilton Park under the Turnpike to connect with Dover Point Road; and reconstructing Exit 6 (US 4 and Dover Point Road) to a full service modified diamond-type interchange.

The final design will also include seismic retrofit and design of all bridges except the General Sullivan Bridge; utility coordination; environmental design elements including wetland mitigation, stream restoration, archaeological investigations, hazardous material investigations, pollutant loading analysis, and stormwater treatment and management; Incident Management and Intelligent Transportation Systems integration; traffic modeling and traffic signal coordination; soundwall design; aesthetic and landscaping considerations; constructability and traffic management considerations; provisions for future elevated rail into Pease Tradeport; coordination and support for a value engineering study; continued project website development and management; and construction support services.

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 the final design for the Newington-Dover 11238 project. The assignment was listed as a "Possible Action Project" on the Department's website on October 12, 2007, 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 December 13, 2007 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on January 4, 2008 through a technical "Request For Proposal" (RFP). Interviews with the three shortlisted firms were conducted on March 12, 2008. Committee members individually rated the firms on March 13, 2008 using a written ballot to score each firm/team on the basis of comprehension of the assignment, clarity of the proposal and interview, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. 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, 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 five (5) consultant firms/teams that were considered for this assignment, with the three (3) short-listed firms/teams shown in bold, is as follows:

<u>Consultant Firm/Team</u>	<u>Office Location</u>
Fay, Spofford & Thorndike LLC/ T.Y. Lin International	Bedford, NH
Maguire Group Inc./PB Americas, Inc./ CLD Consulting Engineers, Inc./DMJM Harris	Portsmouth, NH
McFarland-Johnson, Inc./HNTB Corporation/ Carol R. Johnson Associates	Concord, NH
Parsons Transportation Group/ Jacobs Edwards & Kelcey/GM2 Associates Inc./ The Smart Associates Inc./ Public Archaeology Laboratory, Inc.	Concord, NH
Vanasse Hangen Brustlin, Inc./ Clough Harbour & Associates LLP/Ammann & Whitney	Bedford, NH

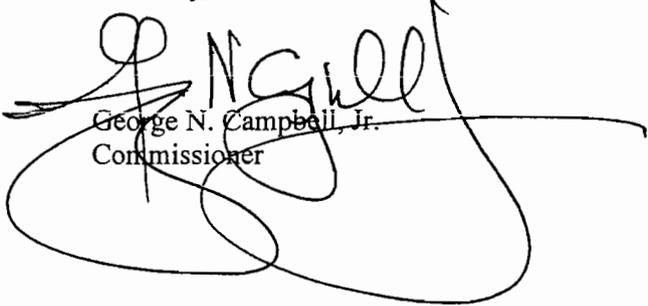
The firm of Vanasse Hangen Brustlin, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment, having satisfactorily completed both the feasibility study for future transportation improvements and the preliminary design services for this project. 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 \$14,962,127.00. 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,



George N. Campbell, Jr.
Commissioner

