



**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



5A
Bent

**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

Bureau of Highway Design
September 29, 2014

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

REQUESTED ACTION

The Department of Transportation wishes to place item on the Consent Calendar.

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, 2014 to June 30, 2015, 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 previously-amended (December 4, 2013, Item #90) 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 (December 5, 2012, Item #76) \$16,370,536.12 amount for this contract, there is a balance of approximately \$1,965,500 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,

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

September 23, 2014

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

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
Amended to	December 31, 2014
By this letter, amended to	June 30, 2015

This no-additional-cost change order for the extension is as requested by your letter dated July 16, 2014.

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: Francis S. O'Callaghan

Title: EVP

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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: *Jane Swine*

By: *Francis S O'Callaghan*

EVP (Title)

Dated: *10/2/14*

Dated: *10/02/14*

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: *Michelle Brown*

By: *William*

Department of Transportation
Transportation Project Development
FDOT COMMISSIONER

Dated: *10/7/14*

Dated: *10/7/10*

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: *10/14/14*

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

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:

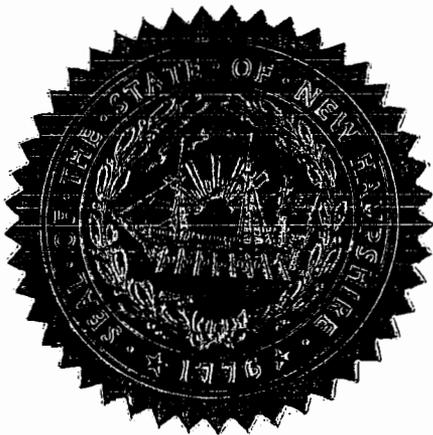
Date: 10-02-14

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 25th day of June, A.D. 2014

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)

09/23/2014

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	
	INSURER(S) AFFORDING COVERAGE	
INSURED Vanasse Hangen Brustlin Inc. VHB Engineering Surveying & Landscape Arch. PC, Vanasse Hangen Brustlin, LLC VHB Eng. NC, PC P. O. Box 9151 Watertown, MA 02471	INSURER A: Travelers Indemnity Co. NAIC # 25658	
	INSURER B: Travelers Indemnity Co America NAIC # 25666	
	INSURER C: Safety Insurance Company NAIC # 39454	
	INSURER D: Charter Oak Fire Ins. Co. NAIC # 25615	
	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/SUBR INSR/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	680-2611L561	05/01/2014	05/01/2015	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"/> Contractual Liab					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> inc.BlanketWaiver		680-4E547521	05/01/2014	05/01/2015	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/PO/AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
C	AUTOMOBILE LIABILITY	X	1501873 MA BA2044L84A,CT,NH,RI,FL,VT BA2067L575 VA VEHICLES	06/13/2014	06/13/2015	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"/> B SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> A HIRED AUTOS					\$
<input checked="" type="checkbox"/> C NON-OWNED AUTOS	\$					
	<input checked="" type="checkbox"/> Coverage is		BA2044L84A - NY	05/01/2014	05/01/2015	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	UP0D314787	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE					Excess of \$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					Auto, GL \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	UB5825Y496 MA, CT, FL,NH RI, NJ, VA, NY	05/01/2014	05/01/2015	<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. Off. Package		68026111Y561	05/01/2014	05/01/2015	Valuable Papers 2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Newington-Dover NHS-0271(037), 11238 Part B. Contract No. 716144
 Interest of New Hampshire Dept. of Transportation is included as additional insured under general liability policy subject to all policy terms and conditions.

CERTIFICATE HOLDER NHDOT-1 NEW HAMPSHIRE DEPT. OF TRANS. 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)

07/10/2014

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): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: VANAS-1		FAX (A/C, No):	
INSURED Vanasse Hangen Brustlin, Inc. P. O. Box 9151 Watertown, MA 02471		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: XL Specialty Insurance Co.		37885	
		INSURER B:			
		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.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ARCH./ENG. E&O			DPR9716802	07/19/2014	07/19/2015	AGGREGATE 2,000,000 Deduct 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 r professional liability coverage, the aggregate limit is the total
 insurance available for all covered claims presented within the policy
 rioid. The limit will be reduced by payments of indemnity and expense.
 : Newington-Dover NHS-027-1 (37), 11238 (Part C).

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



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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,

Christopher D. Clement, Sr.
Commissioner



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



#70

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
October 10, 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 amend PO #500033 with Vanasse Hangen Brustlin, Inc., Bedford, NH and Watertown, MA, Vendor #40332, for the final design for the widening of the Spaulding Turnpike in the Town of Newington and City of Dover, by increasing the total amount payable by \$1,408,409.12 (from \$14,962,127.00 to \$16,370,536.12) for additional design services that were not anticipated in the original Agreement, effective upon Governor and Council approval through the contract's current completion date of December 31, 2013. 100% Turnpike Funds.

Funding is available as follows:

04-96-96-961017-7513	<u>FY 2013</u>
Spaulding Turnpike Expansion	
400-500870 Highway Contract Payments	\$1,408,409.12

EXPLANATION

On December 18, 2008, the Governor and Council authorized the subject engineering consulting services Agreement (Item No. 77; copy attached) in the amount of \$14,962,127.00, 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 proposed amendment to the Agreement is for additional highway design, bridge design, and environmental services associated with additional work efforts and out-of-scope design services to complete the development of the Little Bay Bridge rehabilitation (11238O) contract plans and the design for the Dover approach (11238Q). These work efforts include hydrodynamic modeling, an independent analysis of superstructure design, and construction stormwater analysis and design to meet current environmental requirements and expectations. The work also includes preparation of supplementary erosion control plans; extension of work on Arboretum Drive; ITS corridor design and incorporation; late revisions to contract breakout and construction sequencing; subsurface utility engineering and coordination; design modifications at several locations (sound walls, retaining walls, Boston Harbor Rd. intersection, etc.) based on additional geotechnical information and ongoing public participation; and additional project management assistance. Also, additional inspection efforts and the remaining uncompleted design and construction services (approximately \$600,000) for the General Sullivan Bridge

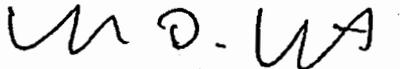
are being removed and reallocated to reduce the overall fee adjustment for the supplemental work (see attached summary). These design efforts for the rehabilitation of the General Sullivan Bridge will be pursued separately.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the additional services for \$1,408,409.12. This amendment will increase the total amount payable under this Agreement from \$14,962,127.00 to \$16,370,536.12. 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 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, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.
Commissioner



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. Row 2: \$3,400,000.00 \$3,400,000.00. Row 3: \$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

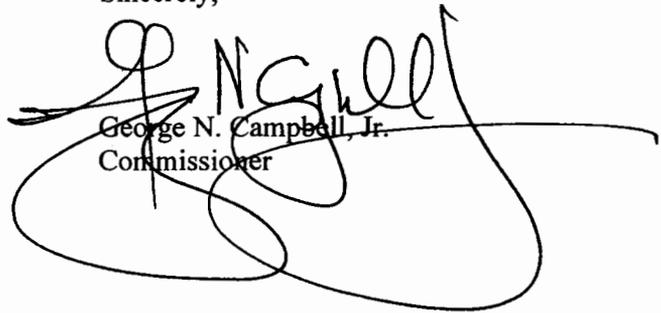
The firm of Vanasse Hangen Brustlin, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment, having satisfactorily completed both the feasibility study for 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