

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



56

Victoria F. Sheehan Commissioner William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design September 29, 2020

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

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to amend Contract #5000585, with Vanasse Hangen Brustlin, Inc., Vendor #174584, to perform the second phase of a turnpike transportation system upgrade along three (3) miles of the F.E. Everett Turnpike (1-293) through Exits 6 and 7 in the City of Manchester, by extending the completion date from December 31, 2020 to June 30, 2021 effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on October 7, 2015, Item #29. Time extension only, no new funding.

EXPLANATION

The purpose of this professional engineering design and environmental consultant services agreement is to perform the second design phase (Part B) of a turnpike transportation system upgrade project along three (3) miles of the F.E. Everett Turnpike (I-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Exit 5 (Granite Street), through and including Exit 6 (Goffstown Road/Amoskeag interchange) to approximately one (1) mile north of Exit 7 (NH Route 3A). This project is currently included in the State's Ten-Year Transportation Improvement Plan for preliminary engineering and environmental study (Manchester 16099).

On July 31, 2019, the Governor and Council authorized a fee increase and time extension amendment to the Agreement (Item #45; copy of Resolution attached) in the amount of \$143,954.67 (from \$2,321,800.21 to \$2,465,754.88) to complete the preliminary design through NEPA and the public hearing. The completion date was amended from May 31, 2019 to December 31, 2019.

There were also five (5) time extension amendments. The first time extension amendment extended the original completion date of May 31, 2017 to March 31, 2018, and was approved by Governor and Council on May 3, 2017 (Item #5B; copy of Resolution attached). The second time extension amendment extended the completion date to December 31, 2018, and was approved by Governor and Council on March 7, 2018 (Item #5A; copy of Resolution attached). The third time extension amendment extended the completion date to May 31, 2019, and was approved by Governor and Council on December 19, 2018 (Item #5C; copy of Resolution attached). The fourth time extension amendment extended the completion date to June 30, 2020, and was approved by Governor and Council on January 8, 2020 (Item #22; copy of Resolution attached). The fifth time extension amendment extended the completion date to December 31, 2020, and was approved by Governor and Council on June 10, 2020 (Item 5A; copy of Resolution attached).

The current time extension amendment is due to various complications associated with the COVID-19 pandemic including delays in public participation to resolve hearing issues, the restrictions on the size for public meetings, FHWA requirement that major project meetings must be public and in-person, and staffing priorities which is affecting completion of the NEPA documentation. Of the previously amended \$2,465,754.88 amount for this contract, there is a balance of approximately \$90,000.00 remaining (100% Turnpike Funds).

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,

Victoria F. Sheehan Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

MANCHESTER 16099 (PART B) 1-293 Exits 6 & 7

Time Extension Amendment #7
(Agreement Dated September 1, 2015,
Contract No. 5000585)

William Cass, P.E. Assistant Commissioner

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

September 29, 2020

Mr. Martin F. Kennedy, P.E. Project Manager Vanasse Hangen Brustlin, Inc. 2 Bedford Farms Drive, Suite 200 Bedford, NH 03110

Dear Mr. Kennedy:

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

May 31, 2017
March 31, 2018
December 31, 2018
May 31, 2019
December 31, 2019
June 30, 2020
December 31, 2020
June 30, 2021

This no-additional-cost change order for the extension is as requested by your letter dated September 14, 2020.

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

Sincerely,

Word of file

Wendy A. Johnson, P.E.

Project Manager

Approved:

Mer E. Stamnas, P.E.

Director of Project Development

We concur in the above Amendment.

VANA	SSE HANGEN BRUSTLIN, INC.
Ву: _	Mart F. Kennely
Title:	Senior Principal

s:\highway-design\(towns)\manchester\16099\agreement\part b prelim design\time extension #7 september 2020\vhb tel 09-29-20.doex

AGREEMENT AMENDMENT

MANCHESTER 16099 (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 By: By:	Max 7. Kemb
	Senior Principal (Title)
Dated:	Dated:
Department of Transportation	
WITNESS TO THE STATE OF NEW HAMPSHIRE	THE STATE OF NEW HAMPSHIRE
By: India C. Murialay By:	02 St
	Director of Project Development
	FOR DOT COMMISSIONER
Dated: Othober 5, 5050	Dated: Otober 5, Sose
Attorney General	
This is to certify that the above-amended AGREEMENT has execution.	been reviewed by this office and is approved as to form a
Dated: 115/20 By:	ASSISTANT Attorney General
Secretary of State	
This is to certify that the GOVERNOR AND COUNCIL on AGREEMENT.	approved this amend
Dated: Attest:	
Ву:	
-2.	Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

MANCHESTER 16099 (PART B) I-293 Exits 6 & 7

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk 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 29, 2020, at which a quorum of the Board was present and voting.

VOTED:

That Martin F. Kennedy is Senior Principal for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment 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 Martin F. Kennedy is Senior Principal for this Corporation.

ATTFST.

Date:	10/2/2020	Holdings.



VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

MANCHESTER 16099 (PART B) I-293 Exits 6 & 7

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk 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 29, 2020, at which a quorum of the Board was present and voting.

VOTED:

That Martin F. Kennedy is Senior Principal for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment 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 Martin F. Kennedy is Senior Principal for this Corporation.

10/2/2020 Yeller



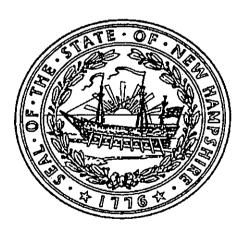
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 104275

Certificate Number: 0004892977



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of April A.D. 2020.

William M. Gardner

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

ACORD

DATE (MM/DD/YYYY) 08/27/2020

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on ate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	781-245-5400	CONTACT Christopher A. Poole		
Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305		PHONE (AC, No, Ext): 781-245-5400	FAX (A/C, No): 78	1-245-5463
Wakefield, MA 01880		E-MAIL ADDRESS:		
Christopher A. Poole		INSURER(S) AFFORDING C	OVERAGE	NAIC #
		INSURER A: Transportation Insuran	ce Co.	20494
		INSURER B. Safety Insurance Comp	any	39454
Vanasse Hangen Brustlin Inc		INSUPER C. Continental Insurance	Company	35289
Arch & Geology PC, VHB Eng NC PC,		INSURER D : XL Specialty Insurance	Company	37885
INSURED Vanasse Hangen Brustlin Inc VANASSE Hangen Brustlin Inc VHB Eng Surveying Landscape Arch.&Geology PC,VHB Eng NC PC, VANASSE HANGEN BRUSTLIN LLC, VHB Metro DC LLC PC Box 9151 Watertown, MA 02471		INSURER E:		
		INSURER F :		

REVISION NUMBER: **CERTIFICATE NUMBER:** COVERAGES 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 SIICH POLICIES I IMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	XCLUSIONS AND CONDITIONS OF SUCH	ADOL INSD	SUDR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
A A	X COMMERCIAL GENERAL LIABILITY	1030	11111		10 <u>1</u> 11111111		EACH OCCURRENCE	s	1,000,000
•	CLAIMS-MADE X OCCUR	x	x	6018141932	05/01/2020	05/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	1,000,000
	X Contractual Liab	^		NO DEDUCTIBLE			MED EXP (Any one person)	s	10,000
	X Blanket Waiver			XCU COVERAGE INCL			PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		ł				GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO LOC	1					PRODUCTS - COMP/OP AGG	s	2,000,000
		1			}		Val Paper	5	1,500,000
-	OTHER:			-			COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
•	X ANY AUTO	x	x	6018203376	05/01/2020	05/01/2021	BODILY INJURY (Per person)	\$	1,000,000
	OWNED X SCHEDULED AUTOS ONLY	^	^				BODILY INJURY (Per accident)	s	
	X HIRED ONLY X AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	1,000,000
	X 1501873 MA SAFETY NOH						Medical Expense	\$	5,000
c	X UMBRELLA LIAB X OCCUR				_		EACH OCCURRENCE	s	14,000,000
•	EXCESS LIAB CLAIMS-MADE	Ιx	х	6018203362 FOLLOWS FORM	05/01/2020	05/01/2021	AGGREGATE	\$	14,000,000
	DED X RETENTIONS 10,000							s	
Δ	WORKERS COMPENSATION						X PER OTH-		
•	AND EMPLOYERS' LIABILITY		x	6017185236	05/01/2020	05/01/2021	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICERMEMBER EXCLUDED?	N/A		ALL STATES LONGSHORE/HA			E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		1,000,000
D	Arch Eng Prof Liab			DPR9962765	07/19/2020	07/19/2021	Per Claim		5,000,000
	Incl PollutionLiab			FULL PRIOR ACTS			Aggregate		5,000,000

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

RE: See Attached List of Projects Professional Liability Deductible: \$50,000

See Attached

CERTIFICATE HOLDER		CANCELLATION
New Hampshire Department of Transportation	NHDOT-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
John O. Morton Building T Hazen Drive, P.O. Box 483 Concord, NH 03302-0483		AUTHORIZED REPRESENTATIVE

NOTEPAD:

HOLDER CODE

NHDOT-1

INSURED'S NAME Vanasse Hangen Brustlin Inc.

VANAS-1 OP ID: CL PAGE 2

Date 08/27/2020

RE: Projects List Attached

New Hampshire Department of Transportation is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.

LIST OF PROJECTS NEEDING UPDATED INSURANCE FOR VANASSE HANGEN BRUSTLIN, INC.

PROFESSIONAL LIABILITY, GENERAL LIABILITY, AUTOMOBILE AND WORKERS COMPENSATION

MANCHESTER (EXITS 6 & 7), 16099 PART B

KEENE-SWANZEY X-A004(345), 40100 PART A

STATEWIDE ON-CALL HIGHWAY DESIGN, 41883

STATEWIDE ON-CALL BRIDGE DESIGN SERVICES, 41341

JAFFREY X-A003(234), 16037

STATEWIDE ON-CALL AIR QUALITY/NOISE AGREEMENT, 41305

NEWINGTON-DOVER NHS-0271(037), 11238S PART B

STATEWIDE ON-CALL WATER QUALITY SERVICE AGREEMENT, 41454

STATEWIDE ON-CALL HIGHWAY DESIGN SERVICES, 41329



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45

Victoria F. Sheehan Commissioner William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design June 3, 2019

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

REQUESTED ACTION

1. Authorize the Department of Transportation to amend Contract #5000585, with Vanasse Hangen Brustlin, Inc., Vendor #174584, to perform the second phase of a tumpike transportation system upgrade along three (3) miles of the F.E. Everett Tumpike (I-293) through Exits 6 and 7 in the City of Manchester, by increasing the total amount payable by \$143,954.67 (from \$2,321,800.21 to \$2,465,754.88) for additional design services, effective upon Governor and Council approval. 100% Tumpike Funds.

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget.

04-96-96-961017-7507
Central NH Tumpike
046-500463 Eng Consultants Non-Benefits

FY 2020

\$143,954.67

2. Further, authorize to retroactively amend the contract's completion date from May 31, 2019 to December 31, 2019, effective upon Governor and Council approval.

EXPLANATION

This item is retroactive because more comprehensive coordination with the City of Manchester was required for selection of the preferred alternative interchange to replace the Amoskeag Traffic Circle at the I-293 Exit 6 interchange, and more time than anticipated was required to reduce the impacts for the widening of the F.E. Everett Turnpike along the closed Manchester Landfill. With the Department's and consultant's concentration on this expanded engineering and coordination, and the negotiation time required for the fee increase, we were unable to process the amendment prior to the current completion date.

On October 7, 2015, the Governor and Council authorized the subject engineering and environmental services Agreement (Item #29; copy of Resolution attached) in the amount of \$2,321,800.21 to perform the second design phase (Part B) of a tumpike transportation system upgrade project along three (3) miles of the F.E. Everett Tumpike (I-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Exit 5 (Granite Street), through and including Exit 6 (Goffstown Road/Amoskeag interchange) to approximately one (1) mile north of Exit 7 (NH Route 3A). This project is currently included in the State's Ten-Year Transportation Improvement Plan for planning and engineering study (Manchester 16099). The development of the preliminary engineering for this project is proceeding in three phases (Parts A, B, and C). Part A is complete and involved the planning-level study of the transportation-system

needs, potential improvement, and other ramifications specific to the project area and the interdependent operation of the interchanges. This contract is for the second phase (Part B) only. The purpose of Part B is to continue to develop alternatives for the transportation system associated with the 1-293 corridor in the project area. The alternative refinement process will use a context-sensitive solution approach to determine a preferred alternative, identify all impacted natural and cultural resources with identified potential minimization/mitigation, prepare an Environmental Document for the preferred alternative, prepare a hearing plan for the preferred alternative, and implement a sustainable highway screening and decision tool. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Manchester 16099).

This amendment to the Agreement involves additional effort to complete the preliminary design through NEPA and the public hearing. The additional work includes Right-of-Way boundary survey, refinements of the proposed action, traffic analysis and simulation models, updates for cost estimates, modification for the interchange, environmental updates, increased public participation and general project administration.

Also included in this amendment is an extension of the contract's previously-amended completion dates to allow the consultant sufficient time to complete additional services. The first time extension amendment extended the original completion date of May 31, 2017 to March 31, 2018, and was approved by Governor and Council on May 3, 2017 (Item #5B; copy of Resolution attached). The second time extension amendment extended the completion date to December 31, 2018, and was approved by Governor and Council on March 7, 2018 (Item #5A; copy of Resolution attached). The third time extension extended the completion date to May 31, 2019 and was approved by Governor and Council on December 19, 2018 (Item #5C; copy of Resolution attached).

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,

Victoria F. Sheehan

Commissioner



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner William Cass, P.E.
Assistant Commissioner

MANCHESTER 16099 (PART B) 1-293 Exits 6 & 7 Bureau of Highway Design Room 200 Tel. (603) 271-2171

Fax: (603) 271-7025

Fee Increase Amendment & Time Extension Amendment #4
(Agreement Dated September 1, 2015,
Contract No. 5000585)

June 3, 2019

Mr. Martin F. Kennedy, P.E. Project Manager Vanasse Hangen Brustlin, Inc. 2 Bedford Farms Drive, Suite 200 Bedford, NH 03110

Dear Mr. Kennedy:

This letter amends Article I and Article II in the above-referenced Agreement. The increase in fee and extension of time are as requested by Vanasse Hangen Brustlin, Inc. in their letter dated May 1, 2019.

Article I, Section G (Date of Completion) is being amended to retroactively extend the date of completion. The original and amended dates are as follows:

Original Completion Date May 31, 2017

Amended to March 31, 2018

Amended to December 31, 2018

Amended to May 31, 2019

By this letter, amended to December 31, 2019

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by \$143,954.67 as payment for additional design services by Vanasse Hangen Brustlin, Inc. for work associated with completing the preliminary design through NEPA and the public hearing.

The portion of Article II, Section A (General Fee) specifying the maximum direct-labor rate is being amended to revise the maximum rate from \$50.00 per hour to \$60.00 per hour, in accordance with current Department policy.

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 \$2.465,754.88, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of June 16, 2015 and May 1, 2019)..."

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 \$189,771.80, from \$1,649,766.55 to \$1,839.538.35.
- Revises the salary burden and overhead cost rate for billing purposes from 161.97% to 160.84%.

- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by \$18,695.87, from \$164,976.66 to \$183,672.53.
- Increases the amount of (c) reimbursement for direct, out-of-pocket expenses by \$20,000.00, from \$53,220.00 to \$73,220.00.
- Decreases the estimated amount of (d) reimbursement for actual cost of subconsultant ARCADIS by \$84,513.00, from \$84,513.00 to \$0.00.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant IAC, which remains at \$342,975.00.
- Increases the estimated amount of (d) reimbursement for actual cost of subconsultant RKG Associates by \$2,992.50, from 20,649.00 to \$23,641.50.
- Decreases the estimated amount of (d) reimbursement for actual cost of subconsultant SNHPC by \$2,992.50, from \$5,700.00 to \$2,707.50.

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 \$2,465,754,88, unless otherwise authorized."

The above additional work revises the total amount payable under this Agreement, which increases by \$143,954.67, from \$2,321,800.21 to \$2,465,754.88 by this amendment.

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

Sincerely,

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

Approved:

Peter E. Stamnas, P.E.

Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

Bv: ///____

Title: SENIDA PLINCIPA

KAC/wjh

: :

s:\highway-design\(towns)\manchester\16099\agreement\part b prelim design\letters\fee & time amendment june 2019\vhb 06-03-19 al.docx

AGREEMENT AMENDMENT

MANCHESTER 16099 (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: Lin Semm	Ву:	Mand & Kennelle Senior Faincipal	(Title)
Dated: 6/4/19		Dated: 6/4/19	
Department of Transportation		•	
WITNESS TO THE STATE OF NEW HAMPSHIRE	E	THE STATE OF NEW HAN	APSHIRE
By: felix Courlelly	Ву:	Director of Project Developm	ent
		FOR DOT COMMISSIONE	ER
Dated: 2100 11, 2019	·	Dated: 11, 2010	7
Attorney General			
This is to certify that the above-amended AGREEME execution.		,	
Dated: July 15, 2019	Ву:	Fuily C. Sci psistant Attorney Ge	deral
Secretary of State			
This is to certify that the GOVERNOR AND COUN AGREEMENT.	NCIL on		approved this amended
Dated:	Attest:		•
	Ву:	Secretary of State	

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

MANCHESTER 16099 (Part B) I-293 Exits 6 & 7

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk 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 February 6, 2019, at which a quorum of the Board was present and voting.

VOTED:

That Martin F. Kennedy is Senior Principal for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment 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 Martin F. Kennedy is Senior Principal for this Corporation

ATTEST:

Date: June 4, 2019

yeorate Seal)

GEN BA

CERTIFICATE OF LIABILITY INSURANCE

06/05/2019

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 have ADDITIONAL INSURED provisions or 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 confor rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	781-245-5400	CONTACT Christopher A. Poole				
Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305		PHONE (AC, Ha, Ext): 781-245-6400 (AC	_{Me):} 781-245-5463			
Wakofield, MA 01880		Address:				
Christopher A. Poole		DISURERIS) AFFORDING COVERAGE	HAIC #			
		mesurem A. Transportation Insurance Co	20494			
INSURED		menera a Safety Insurance Company	39454			
		meuses c. Continental Casualty Company	20443			
Arch & Goology P. Veneue Henger Brieffin, L.C. Villa and		Valley Forge Insurance Company	20508			
prese Merchen Briedle, Inc. Ill to Sandering Landscape Chalopology (1. Chinase From Briedle, Chinase Chalopology (1. Chinase Chalopology (1. Chinase Chinase Chinase Chinase State Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase Chinase China		msurene XL Specialty Insurance Company	37885			
-	<u> </u>	INSURER F:				
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

REVISION NUMBER:

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if mans space in required)

Project: Manchester 16099 (PART B)I-293 Exits 6 & 7 Professional Liability Deductible: \$75,000

See Attached

ACORD

CERTIFICATE HOLDER		CANCELLATION
New Hampshire Department of Transportation	NHDOT-1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03302-0483		AUTHORIZED REPRESENTATIVE Child ATCL

ACORD 25 (2016/03)

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NOTEPAD:

HOLDER CODE NHDOT-1

INSURED'S HAME Vanasse Hangen Brustlin, Inc.;

VANAS-1 OP ID: CL . PAGE 2

Project: Manchester 16099 (PART B) I-293 Exits 6 & 7

New Hampshire Dept. of Transportation is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

07/02/2019

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(les) must have ADDITIONAL INSURED provisions or 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	781-245-5400	CONTACT Christopher A. Poole		
Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole		PHONE (AJC, No. Est): 781-245-5400	FAX, No): 781-24	45-6463
		ACORESS:		
		INSURER(8) AFFORDING COVE	RAGE	NAIC #
		INSURER A : Transportation Insurance		20494
INSURED	•	msurer a Safety Insurance Company	1	39454
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Harrison British LLC YALL Bris.		INSURER D. Valley Forge Insurance Co	mpany /	20508
O. Box 618 Waterlown, MA 03471		INSURER E. XL Specialty Insurance Co	трапу	37885
		INSURER F :		

COVERAGES

CERTIFICATE 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 AFFARE BEEN PERIODED BY SHIP POLICIES IN SUBJECT TO ALL THE TERMS, BY CLISIONS AND CONDITIONS OF SICH BOLICIES IN HITTS SURVING MAY HAVE BEEN PERIODED BY BAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Research Schedule, may be extended if more space in required)

Project: Manchester 16099 (PART B)I-293 Exits 6 & 7 Professional Liability Deductible: \$50,000

See Attached

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Department of Transportation	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03302-0483	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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NOTEPAD:

HOLDER CODE NHDOT-1

INSURED'S HAME Variance Hangen Brustlin, Inc.;

VANAS-1 OP ID: CL PAGE 2 Date 07/02/2019

Project: Manchester 16099 (PART B) 1-293 Exits 6 & 7

New Hampshire Dept. of Transportation is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Maiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.



Victoria F. Sheehan Commissioner

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

G+C #5C



William Cass, P.E. Assistant Commissioner

Bureau of Highway Design November 8, 2018

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

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to amend Contract #5000585, with Vanasse Hangen Brustlin, Inc., Vendor #174584, to perform the second phase of a tumpike transportation system upgrade along three (3) miles of the F.E. Everett Tumpike (I-293) through Exits 6 and 7 in the City of Manchester, by extending the completion date from December 31, 2018 to May 31, 2019, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on October 7, 2015, Item #29. Time extension only, no new funding.

EXPLANATION

The purpose of this professional engineering design and environmental consultant services agreement is to perform the second design phase (Part B) of a tumpike transportation system upgrade project along three (3) miles of the F.E. Everett Tumpike (1-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Exit 5 (Granite Street), through and including Exit 6 (Goffstown Road/Amoskeag interchange) to approximately one (1) mile north of Exit 7 (NH Route 3A). This project is currently included in the State's Ten-Year Transportation Improvement Plan for planning and engineering study (Manchester 16099).

This amendment to the Agreement is to extend the contract's previously-amended completion date to allow the consultant sufficient time for continued public outreach, coordination with the communities, and completion of the NEPA environmental documentation. Of the original \$2,321,800.21 amount for this contract, there is a balance of approximately \$856,000 remaining (100% Turnpike Funds). On May 3, 2017 the Governor and Council approved extending the original completion date of May 31, 2017 to March 31, 2018 (Item #5B). On March 7, 2018 the Governor and Council approved extending the amended completion date of March 31, 2018 to December 31, 2018 (Item #5A).

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.

Victoria F. Sheehan

Commissioner

Attachments

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

√2



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Vlctoria F. Sheehan Commissioner

MANCHESTER
16099 (PART B)
1-293 Exits 6 & 7
Time Extension Amendment
(Agreement Dated September 1, 2015,
Contract No. 5000585)

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design Room 200

> Tel. (603) 271-2171 Fax: (603) 271-7025

November 2, 2018

Mr. Martin F. Kennedy, P.E. Project Manager Vanasse Hangen Brustlin, Inc. 2 Bedford Farms Drive, Suite 200 Bedford, NH 03110

Dear Mr. Kennedy:

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

Original Completion Date
Amended to

Amended to

By this letter, amended to

May 31, 2017

March 31, 2018 December 31, 2018

May 31, 2019

This no-additional-cost change order for the extension is as requested by your letter dated September 28, 2018.

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

Sincerely,

Keith A. Coto, P.E.

Chief Project Manager

Approved:

Peter E. Stamnas, P.E.

Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: 11-45 K

Title: SAMPL PRINC, PAL

KAC/wih

a:\highway-design\(towna)\manchesien\16099\aggreement\part b prelim design\\etters\vhb 11-02-18 tel.docx

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0463

TELEPHONE: 803-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

AGREEMENT AMENDMENT

MANCHESTER 16009 (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: Simi By:	Mat J. Kennele
Dated: 11/5/11	Shiph Principal (Title) Dated: 11/5/18
Department of Transportation	
By: MANUAL By:	64-5A
	Post DO'T COMMISSIONER
Dated:	Dated:
Attorney General	
This is to certify that the above-amended AGREEMENT ha and execution.	
Dated: 11/30/18 By:	Assistant Attorney General
Secretary of State	DEC 1 9 2018
This is to certify that the GOVERNOR AND COUNCIL on AGREEMENT.	approved this amended
Dated: DEC 1 9 2018 Attest:	1 DM Sender
ъу.	DEDUTY SECRETARY OF STATE

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

MANCHESTER 16099 (PART B) I-293 Exits 6 & 7

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk 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, 2018, at which a quorum of the Board was present and voting.

VOTED:

That Martin F. Kennedy is Senior Principal for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment 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 Martin F. Kennedy is Senior Principal for this Corporation

Date: NW 5, 7018

1986

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. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 11, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 104275

Certificate Number: 0004071454



IN TESTIMONY WHEREOF,

I hereto act my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2018.

William M. Gardner Secretary of State

OP ID: CL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OATE (CONCOMYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF DIFORMATION 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 INBURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPREBENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder to an ADDITIONAL INSURED, the policy(lee) must have ADDITIONAL INSURED provisions or be endorsed. If BUBROGATION 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). popper Christopher A. Poolo 781-248-5400 781-248-6400 781-245-6463 107 Audution Rd. 82, 8ts. 305 Wakefeld, MA 01880 Christopher A. Poole - MAIC # 20508 **BISURENIS APPORDING COVERAGE** HENRY - Valley Forge Insurance Company 35454 HEURER B. Safety Insurance Company Vanesse Hangen Brustlin, Inc.; VHB Eng. Burveying, Landscape 20443

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CERTIFICATE HOLDER	<u> </u>	CANCELLATION				
New Hampshire Department of Transportation	NHDOT-1	BHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED SEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03302-0483		AUTHORIZED REPRESENTATIVE CLIFF AT CL				

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NHDOT-1

VANAS-1 OP ID: CL PAGE 2

Date 07/11/2018

RB: PROJECT(8): Manchester, 16099 (Part B), Jeffrey, 16037, Statewide on-call Highway Design Bervices, 41329, Mewington-Dover, 112368 (Part B), Statewide om-call Water Quality Bervices, 4154, Statewide om-call Bridge Design Bervices, 41341 and Statewide on-call Air Quality and Moise Services

The State of New Hampshire Department of Transportation is included as additional insureds per written contract on the general, auto and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies in lawor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

07/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR REGATIVELY 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 to an ADDITIONAL INSURED, the policy(los) must have ADDITIONAL INSURED provisions or be endorsed. If BUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confor rights to the certificate holder in lieu of such endorsement(s): PORTACT Christopher A. Poole 781-245-6400 781-248-5400 781-245-5463 PRODUCER Professional Ltd. 107 Audution Rd. 62, Sts. 306 Watefield; MA 01850 Christopher A. Poolo <u>naga</u> 37885 DISTREMEN APPORDING COVERAGE HERENA: XL Specialty Insurance Company Vanasse Hangen Brustlin Inc; VHB Eng Burveying Landscape Arch & Geology PC;;Vanasse Brustlin LLC; VHB Eng MC PC; VHB DC LLC P. O. Box \$151 Watertown, MA 02471 HEREN O. NEURER G MHIRER D PER L PERURER P REVISION NUMBER: CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERSOD 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 BUCH POLICIES, LIMITS SHOWN MAY HAVE SEEN REDUCED BY PAID CLASMS. **COVERAGES** POLICY DIF | POLICY DIP ACCO. CHOS LEGIS POLICY MURCEEN TYPE OF DISURBANCE EACH DOCUMENCE ERCIAL GENERAL LIABILITY PANAGE TO RENTED CLAMIS-MADE 0CCUR MED EXP (Any one persent PERSONAL A ADVINUTELY OFNERAL AGGREGATE OEM. ACCREDATE LOST APPLIES PER RODUCTS : COMPIOP AGO POLICY OTHER: COMPANY DESIGNATIONS AVITTORICADO JI LIARRESTV BOOTLY BULLWAY (FOR DATEON ANN ALITTO SCHEDITED. BODILY BLAIRY I'M BODING PROPERTY DAMAGE THE BOOKIN CUTOF CHLY MINE WER ATTO CHEY EACH OCCURRENCE COCUM CONTRACTOR AND ADDRESS OF THE PARTY OF THE P EXCESS UAG CLANUS-MADE ADDREGATE: DED RETEINME HER MANUTE: [bIi+ NO CHE COVER LACTOR <u>RIL BÁCH ÁCCIDÉNT</u> WY PROPRESTOR WATER EXECUTIVE PROPERTY BY EXCLUSED? <u>el distase ea employed e</u> 07/19/2018 07/19/2019 Per Claim -DESCRIPTION OF OPERATIONS MADE 8.000,000 DPR6526347 5.000,000 FULL PRIOR ACTS Aggregate inci. Poli Lisb DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Add For professional flability coverage, the aggregate first is the total insurance svallable for all coverred claims presented within the policy period. Deductible Amount: \$76,000 RE: ALL PROJECTS Manchester, 16099 CANCELLATION CERTIFICATE HOLDER 1-TOGHA SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. New Hampshire Department of Transportation John O. Morton Building AUTHORIZED REPRESENTATIVE 7 Hazon Drive, P.O. Box 483 Left Aral Concord, NH 03302-0483



Victoria F. Sheehan

Commissioner

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

G+C#5A Date 3.7-18



William Cass, P.R. Assistant Commissioner

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

Bureau of Highway Design December 27, 2017

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to amend Contract #5000585, with Vanasse Hangen Brustlin, Inc., Vendor #174584, to perform the second phase of a tumpike transportation system upgrade along three (3) miles of the F.B. Bwerett Tumpike (I-293) through Exits 6 and 7 in the City of Manchester, by extending the completion date from March 31, 2018 to December 31, 2018, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on October 7, 2015, Item #29. Time extension only, no new funding.

EXPLANATION

The purpose of this professional engineering design and environmental consultant services agreement is to perform the second design phase (Part B) of a tumpike transportation system upgrade project along three (3) miles of the F.B. Everett Tumpike (I-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Exit 5 (Granite Street), through and including Bxit 6 (Goffstown Road/Amoskeag interchange) to approximately one (1) mile north of Exit 7 (NH Route 3A). This project is currently included in the State's Ten-Year Transportation Improvement Plan for planning and engineering study (Manchester 16099).

This amendment to the Agreement is to extend the contract's previously-amended completion date to allow the consultant sufficient time for continued public outreach, coordination with the communities, and completion of the NEPA environmental documentation. Of the original \$2,321,800.21 amount for this contract, there is a balance of approximately \$1,150,000 remaining (100% Tumpike Funds). On May 3, 2017 the Governor and Council approved extending the original completion date of May 31, 2017 to March 31, 2018 (Item #5B).

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,

Victoria F. Sheehan Commissioner

1Dillin Can

Attachments



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN

MANCHESTER I-293 EXITS 6 & 7 16099 (PART B)

WILLIAM CASS P.E. ASSISTANT COMMISSIONER Bureau of Highway Design Room 200 (CMF)

> Tel. (603) 271-2171 Fax: (603) 271-7025

December 26, 2017

Mr. Martin F. Kennedy, P.E. Project Manager Vanasse Hangen Brustlin, Inc. 2 Bedford Farms Drive, Suite 200 Bedford, NH 03110-6532

Dear Mr. Kennedy:

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

Original Completion Date

Amended to

By this letter, amended to

May 31, 2017

March 31, 2018

December 31, 2018

This no-additional-cost change order for the extension is as requested by your letter dated December 15, 2017.

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

Sincerely,

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

Approved:

Poter B. Stammas, P.B.

Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: Max & Kamed

Title: Sower Triverpes.

arkighway-design/(towns)/enenchester/16099/agreemen/part b prelim design/inters/whb 12-26-17 tol.dots.

JOHN O, MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TOD: RELAY NH 1-600-735-2964 • INTERNET: WWW.NHDOT.COM

AGREEMENT AMENDMENT

MANCHESTER 16009 (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: Junious By:	Mad F. Kamel
Dated: // Duff P	
Department of Transportation	
WITNESS TO THE STATE OF NEW HAMPSHIRE	THE STATE OF NEW HAMPSHIRE
By: Michille Diller By.	675A
	Objector of Project Development
Deted:	Dated:
Attorney General	·
This is to certify that the above amended AGREEMENT I	nas been reviewed by this office and is approved as to
	Aminani Allumey General
Secretary of State	
This is to certify that the GOVERNOR AND COUNCIL or AGREEMENT.	MAR 0 7 2018 approved this amended
Dated: MAR 0 7 2018 Attest:	Mocale
Ву:	DEPUTY SECRETARY OF STATE

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

MANCHESTER I-293 EXITS 6 & 7 16099 (PART B)

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk 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 25, 2017, at which a quorum of the Board was present and voting.

VOTED:

That Martin F. Kennedy is Senior Principal for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment 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 Martin F. Kennedy is Senior Principal for this Corporation

Dato: JANSU 2018

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardnor, Scoretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN
BRUSTLIN, INC. is a Messachusetts Profit Corporation registered to transact business in New Hampshire on December 11,
1986. I further certify that all thes and documents required by the Scoretary of State's office have been received and is in good standing as the as this office is concerned.

Business ID: 104275



IN TESTIMONY WHEREOF,

I heroto set my hand and cause to be affixed the Seal of the State of New Hampahire, this 3rd day of April A.D. 2017.

William M. Gardner Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

06/19/2017

THES CERTIFICATE IS ISSUED AS A MAYTER 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 SETWEEN THE ESUING DISURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL DISURED, the policy(les) must be endorsed. If SUBROGATION IS WANTED, 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 hotder to lieu of such endomement(s). RECOUCER Peobucts
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Christopher A. Poole ACCRESS VANAS-1 AG men source A Continental Casualty Company Vanasse Hangen Brustlin, Inc.: 20443

Viti Engineeering, Surveying & Landscape Arch.,P.C.;Vanasse Hangen Brustlin,LLC, Viti Eng., 20484 miners n : Safety Insurance Company Z. Č. RESTREMEN O I NC., PC P. O. Box 9151 SKEURER 8 I Watertown, MA 02471 REVISION NUMBER: CERTIFICATE NUMBER: **COVERAGES**

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

ENOULD ANY OF THE ABOVE DESCRIBED POLICIES SE CANCELLED SEFORE THE EXPERATION DATE THEREOF, HOTICE WILL US CELLVERED BY ACCOMPANCE WITH THE POLICY PROVISIONS.

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CERTIFICATE OF LIABILITY INSURANCE

DATE ORIGINATION 08/02/2017

THES CERTIFICATE IS ISSUED AS A MATTER OF DEPORTMATION ONLY AND CONFERS NO FRONTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR MEDATIVELY ANDERD, EXTERD OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHERHAN COMMISSIONER WILLIAM CASS, P.E. ASSISTANT COMMISSIONER

Bureau of Highway Design March 13, 2017

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

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to amend Contract #5000585, with Vanasse Hangen Brustlin, Inc., Vendor #174584, to perform the second phase of a turnpike transportation system upgrade along three (3) miles of the F.E. Everett Turnpike (I-293) through Exits 6 and 7 in the City of Manchester, by extending the completion date from May 31, 2017 to March 31, 2018, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on October 7, 2015, Item #29. Time extension only, no new funding.

EXPLANATION

The purpose of this professional engineering design and environmental consultant services agreement is to perform the second design phase (Part B) of a tumpike transportation system upgrade project along three (3) miles of the F.E. Everett Tumpike (I-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Exit 5 (Granite Street), through and including Exit 6 (Goffstown Road/Amoskeag interchange) to approximately one (1) mile north of Exit 7 (NH Route 3A). This project is currently included in the State's Ten-Year Transportation Improvement Plan for planning and engineering study (Manchester 16099).

This amendment to the Agreement is to extend the contract's completion date to allow the consultant sufficient time to ensure adequate time for continued public outreach, coordination with the communities, and completion of the NEPA environmental documentation. Of the original \$2,321,800.21 amount for this contract, there is a balance of approximately \$844,000 remaining (100% Tumpike Funds).

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.

Victoria F. Sheehan

Commissioner



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN

WILLIAM CASS, P.E. ASSISTANT COMMISSIONER

MANCHESTER I-293 EXITS 6 & 7 16099 (PART B) Bureau of Highway Design Room 200 (CMF) Tel. (603) 271-2171 Fax: (603) 271-7025

March 7, 2017

Mr. Marty Kennedy, P.E. Managing Director Vanasse Hangen Brustlin, Inc. 2 Bedford Farms Drive, Suite 200 Bedford, NH 03110-6532

Dear Mr. Kennedy:

This letter amends Article 1, Section G (Date of Completion) for the above-noted Agreement. The original and amended dates are as follows:

Original Completion Date By this letter, amended to May 31, 2017 March 31, 2018

This no-additional-cost change order for the extension is as requested by your letter dated January 12, 2017.

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

Sincerety.

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

Approved:

Peter E. Stamnas. P.E.

Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

Bv:

Title: SP. V.P.

s/blgbwey-design/(towns)(enterchester) 16099/part b prelim design/letters/vbb 03-07-17 tel.doc

AGREEMENT AMENDMENT

MANCHESTER 16009 (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.

Copanitant	
WITNESS TO THE CONSULTANT	CONSULTANT
By: June By:	<i>Sp. V.P.</i> (Title)
Dated:	Deted: 3/10/17
Department of Transportation	
WITNESS TO THE STATE OF NEW HAMPSHIRE	THE STATE OF NEW HAMPSHIRE
By: Michella Morlie By.	Otrector of Project Door?
Dated: 3/29/17	Dated: 3/29/17
Attorney General	
This is to certify that the above amended AGREEMER approved as to form and execution. Dated: \(\frac{\psi_{17}}{17} \) By:	
	Assistant Attorney General
Secretary of State	
This is to certify that the GOVERNOR AND COUNCIL amended AGREEMENT.	on approved this
Dated: Attes	ti
Ву	Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

MANCHESTER I-293 EXITS 6 & 7 16099 (PART B)

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk 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 25, 2017, at which a quorum of the Board was present and voting.

VOTED:

That William Ashworth is Regional Manager for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment 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 William Ashworth is Regional Manager for this Corporation

ATTEST

Date: March 10, 2017

(Corporate Seal)

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gerdner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN
BRUSTLIN, INC. is a Messachusetts Profit Corporation registered to transact business in New Hampshire on December 11,
1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 104275



IN TESTIMONY WHEREOP,

I hereto set my hand and onuse to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2017.

William M. Gardner Socretary of State



04/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF DIFFORMATION ONLY AND COMPERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW. THIS CERTIFICATE OF DISURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUEND INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the cartificate holder is an ADDITIONAL DISURED, the policy(les) 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).

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COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THIS POLICY PERSON 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 SEEN REDUCED BY PAID CLAMS.

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New Hampehire 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 HEPASSENTATIVE

CANCELLATION

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07/13/2016 THE CERTIFICATE IS ISSUED AS A MATTER OF DIFORMATION 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 POLICES BELOW. THIS CERTIFICATE OF DISURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUEND DISURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(lee) 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 dose not confer rights to the certificate holder in lieu of such endorsementis). Proble Professional Ltd. 107 Auth/ban Rd. 62, Sts. 305 Waterfield, MA 01650 Christopher A. Poole AC Plats TRIPE VANAS-1 **HEURIPATO AFFORDING COVENAGE** MAKE # Vanasso Hangen Brustlin, Inc., MANAGE A: XL Goodsity Insurance Company 37888 VHB Engineering, Surveying PISTURER 0 : & Lendscape Arch, PC BERLESSE O 1 Vanasse Hangen Brustlin, LLC PIOURSA P : P. O. Box 9151 BOURER E: Watertown, MA 02471 MINUSTRE: **COVERAGES** CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF SISURANCE LISTED BELOW HAVE BEEN ISSUED TO THE DISURED MAKED ABOVE FOR THE POLICY PERIOD DIDICATED. NOTWITHSTANDING ANY REGISTERENT, 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 BUCH POLICIES, LIBITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Problems POLICE PROPERTY. TYPE OF STEUDANCE PERSONAL PROPERTY. ORDITALL UNIONTY EACH OCCUPTENCE PREMISED (FORESTED) COMMERCIAL GENERAL LIABILITY CLAMENADE . OCCUR MED CXP (Any one pares PERSONAL & ACM BLACKY OEHERAL ACOREGATE GENTL AGGREGATE LAMIT APPLIES PER: PRODUCTS - COMPIOP AGG POUCY 72% 10cc NED SNOLE LINET ALTROMORNE LIMOSTO ANT AUTO BOOK Y BLAJRY (For pomort) ALL CHANCO AUTOR BOOK Y BLASSY (For exchange) ROMERULE PO ALFIOR PROPERTY DAMACH HEREN ALTTON MONAGEMENTS ALTON CHERTLIA LIAN OCCUR EACH OCCURRENCE PROPERTY LINE CLAMS-MADE AGGREGATE RETENTION THE PARTY. MORIERS COMPERSATION
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New Hampshire Department of Transportation John C. Morton Building 7 Hazzn Drive, P.O. Box 483

Concord, NH 03301-0483

SHOULD ANY OF THE ABOVE DESCREED POLICES BE CANCELLED BEFORE THE EXPORATION DATE THEREOF, NOTICE WILL BE DELINERED IN ACCORDANCE WITH THE POLICY PROVINCES.

APPROPERTY SERVICES

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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION





WILLIAM CASS, P.R. ASSISTANT COMMISSIONER

Bureau of Highway Design August 25, 2015

Her Excellency, Governor Margaret Wood Hassan 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., Vendor #174584, for a total amount not to exceed \$2,321,800.21, to perform the second phase of a tumpike transportation system upgrade along three (3) miles of the F.E. Everett Tumpike (I-293) through Exits 6 and 7 in the City of Manchester, effective upon Governor and Council approval, through May 31, 2017. 100% Tumpike Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2016 and State FY 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

04-96-96-961017-7507 Central NH Turnpike 046-500463 Eng Consultants Non-Benefit

FY 2016

FY 2017

\$930,000.00

\$1,391,800,21

EXPLANATION

The Department requires professional engineering design and environmental consultant services to perform the second design phase (Part B) of a tumpike transportation system upgrade project along three (3) miles of the F.E. Everett Tumpike (I-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Exit 5 (Granite Street), through and including Exit 6 (Goffstown Road/Arnoskeag interchange) to approximately one (1) mile north of Exit 7 (NH Route 3A). This project is currently included in the State's Ten-Year Transportation Improvement Plan for planning and engineering study (Manchester 16099).

On March 7, 2012, the Governor and Council authorized the Part A Agreement (Item #84, copy attached) for the planning-level study of the transportation-system needs, potential improvement, and other ramifications specific to the project area and the interdependent operation of the interchanges. The goal was to establish practicable alternatives for further development of preliminary-engineering plans and formal environmental documentation. The study also involved traffic analysis, evaluation of environmental resources and impacts at a macro level, and a substantial public-participation program. The Department reserved the right to either negotiate a scope and fee for the Part B preliminary design services or terminate the contract. Since the firm of Vanasse Hangen Brustlin, Inc. satisfactorily completed the Part A (planning study) services for this project, the Department proposes to continue with this firm to perform the Part B (preliminary design) effort.

The Part B preliminary design services include continuing to develop alternatives for the transportation system associated with the I-293 corridor in the project area. The alternative refinement process will use a context-sensitive solution approach to determine a preferred alternative, identify all impacted natural and cultural resources with identified potential minimization/mitigation, prepare an Environmental Document for the preferred alternative, prepare a hearing plan for the preferred alternative, and implement a sustainable highway screening and decision tool. The Department reserves the right to either negotiate a scope and fee for Part C (final design), or terminate the contract with Vanasse Hangen Brustlin, Inc.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the required services for a total fee not to exceed \$2,321,800.21. 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,

Assistant Commissioner



TR GOLDOVITTO

09/01/2015

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THE CERTIFICATE IS ISSUED AS A MATTER OF DEFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE GOES NOT AFFORMATIVELY OR REGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORMED BY THE POLICES BELOW. THIS CERTIFICATE OF DISURANCE GOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING DISURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.														
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Concord, NH 08301-0489					Chill Arel									



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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSFORTATION



CHRISTOPHUR D. CLEMENT, SR. COMMISSIONER Bureau of Highway Dosign

JEFF BRILLHART, P.B. ASSISTANT COMMISSIONER

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

2/7/12 3/7/12

January 19, 2012

Requested Action

Authorize the Department of Transportation to enter into an Agreement with Vennase Hangen Brustlin, Inc., Bedford, NH, Vendor #174584, for a fee amount not to exceed \$883,591.00, to perform a system planning study to examine tumplice transportation system upgrades along three (3) miles of the P.B. Everett Tumplice (1-293) through Halis 6 and 7 in the City of Manchester, effective upon Governor and Conneil approval, through August 31, 2013. 100% Tumplice Funds.

Punding is available as follows:

04-96-96-961017-7507

Control NH Tumpiko

400-500870

Highway Contract Paymonts-DOT

FY 2012

\$883,591,00

EXPLANATION

The Department requires professional engineering design, planning, and environmental consultant sorvices for a system planning study to examine tumplice transportation system opgrades along three (3) Street, north of Balt 5 (Granite Street), through and including Balt 6 (Goffstown Road/Americage interchange) to approximately one (1) rails north of Balt 7 (NH Route 3A). The study report will perform a planning-level study of the transportation-system needs, potential improvement, and other ramifications specifie to the project area and the interdependent operation of the interchanges. The goal is to establish practicable alternatives for further development of proliminary-engineering plans and formal environmental documentation. The study will also involve traffic analysis, evaluation of environmental resources and impacts at a misore level, and a substantial public-participation program. The Department resources the right to either negotiate a scope and fee for the preliminary and final design for the transportation system upgrade project with Vanuare Hangen Bruxilin, Inc., or terminate the contract. This pròject is currently included in the State's Gen-Year Transportation improvement Plan for planning and engineering study (Manualester 16099).

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-1:22, 21-1:22-e and 21-4:22-d, all applicable Pederal 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 Burenus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for engineering design, planning, and associated environmental services for the Manchester 16099 Corridor Stedy (P.B.R.T. 1-293 fixet 6-7). The assignment was listed as a "Possible Action Project" on the Department's website on August 27, 2010, asking for letters of interest from qualified firms. From the first of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on October 15, 2010 for consideration and approval by the Assistant

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

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

Ed tonio	•	Office Location
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LANDANIAN INTERIAL INDI		Beston, MA Belford, NH
Parsons Transpostation Group inc.	•	green of season

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

Venezzo Hangen Brustlin, Inc. has agreed to furnish the required services for a total fee not to exceed \$283,591.00. This is a reasonable fee and is commonwrate with the complexity of the project and the scope of engineering and techniqui services to be furnished.

This Agreement has been approved by the Attorney General as to form said 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 Agraement for consulting services as cultimed above.

Sincoroly,

Christopher D. Clement, Sr.

Commissioner

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