



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



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sun

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 (I-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.

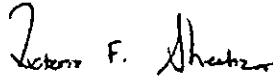
There were also five (5) time extension amendments. The first time extension amendment extended the original completion date of May 31, 2017 to March 31, 2018, and was approved by Governor and Council on May 3, 2017 (Item #5B; copy of Resolution attached). The second time extension amendment extended 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,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan  
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

MANCHESTER  
16099 (PART B)  
I-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:

Original Completion Date	May 31, 2017
Amended to	March 31, 2018
Amended to	December 31, 2018
Amended to	May 31, 2019
Amended to	December 31, 2019
Amended to	June 30, 2020
Amended to	December 31, 2020
By this letter, amended to	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,

Wendy A. Johnson, P.E.  
Project Manager

Approved:

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

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By:

Title: Senior Principal

WAJ/waj

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

**AGREEMENT AMENDMENT**

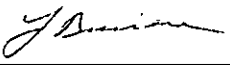
**MANCHESTER 16099 (PART B)**

**VANASSE HANGEN BRUSTLIN, INC.**

IN WITNESS WHEREOF the parties hereto have executed this amended AGREEMENT on the day and year first above written.

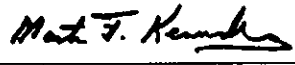
**Consultant**

WITNESS TO THE CONSULTANT

By: 

Dated: 10/2/2020

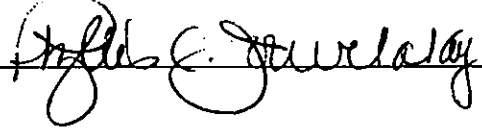
CONSULTANT

By:   
Senior Principal (Title)

Dated: 10/2/20


**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: 

Dated: October 5, 2020

THE STATE OF NEW HAMPSHIRE

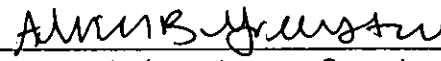
By:   
Director of Project Development  
for DOT COMMISSIONER

Dated: October 5, 2020

**Attorney General**

This is to certify that the above-amended AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 11/5/20

By:   
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**

**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.

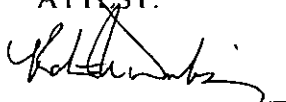
**VOTED:**

*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.

ATTEST:

Date: 10/2/2020





***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.

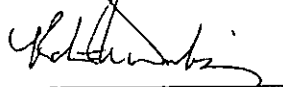
**VOTED:**

*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.

ATTEST:

Date: 10/2/2020





# State of New Hampshire

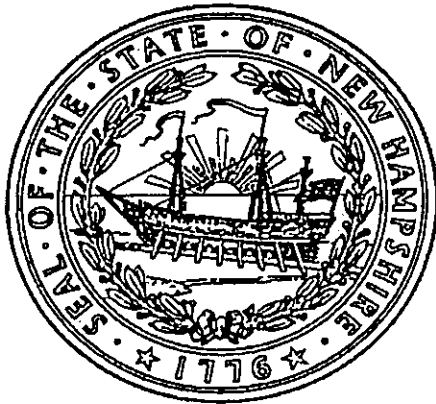
## Department of State

### 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.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



VANAS-1

OP ID: CL

## CERTIFICATE OF LIABILITY INSURANCE

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 781-245-5400 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME: Christopher A. Poole		
	PHONE (A/C, No, Ext): 781-245-5400	FAX (A/C, No): 781-245-5463	
INSURED Vanasse Hangen Brustlin Inc VHB Eng Surveying Landscape Arch & Geology PC VHB Eng NC PC, Vanasse Hangen Brustlin LLC, VHB Metro DC LLC P. O. Box 9151 Watertown, MA 02471	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Transportation Insurance Co.		20494
	INSURER B: Safety Insurance Company		39454
	INSURER C: Continental Insurance Company		35289
	INSURER D: XL Specialty Insurance Company		37885
	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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6018141932 NO DEDUCTIBLE XCU COVERAGE INCL	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Val Paper \$ 1,500,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 1501873 MA SAFETY NOH	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6018203376	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 Medical Expense \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6018203362 FOLLOWS FORM	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
A	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 checked="" type="checkbox"/> N N/A	6017185236 ALL STATES LONGSHORE/HA	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Arch Eng Prof Liab Incl Pollution Liab		DPR9962765 FULL PRIOR ACTS	07/19/2020	07/19/2021	Per Claim \$ 5,000,000 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

NHDOT-1

New Hampshire Department  
of Transportation  
John O. Morton Building  
7 Hazen Drive, P.O. Box 483  
Concord, NH 03302-0483

## 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



**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



Sam  
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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 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 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% Turnpike 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	<u>FY 2020</u>
Central NH Turnpike	
046-500463 Eng Consultants Non-Benefits	\$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 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 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 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. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Manchester 16099).

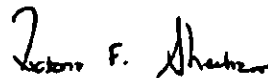
This amendment to the Agreement involves additional effort to complete the preliminary design through NEPA and the public hearing. The additional work includes Right-of-Way boundary survey, refinements of the proposed action, traffic analysis and simulation models, updates for cost estimates, modification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

Attachments



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



**Victoria F. Sheehan**  
**Commissioner**

**William Cass, P.E.**  
**Assistant Commissioner**

**MANCHESTER**  
**16099 (PART B)**  
**I-293 Exits 6 & 7**  
**Fee Increase Amendment & Time Extension Amendment #4**  
**(Agreement Dated September 1, 2015,**  
**Contract No. 5000585)**

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

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. Staminas, P.E.  
Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: Max F. Kinnick

Title: SENIOR PRINCIPAL

KAC/wjh

**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: [Signature]

Dated: 6/4/19

CONSULTANT

By: [Signature]

SENIOR PRINCIPAL (Title)

Dated: 6/4/19

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: June 11, 2019

THE STATE OF NEW HAMPSHIRE

By: [Signature]

Director of Project Development

for DOT COMMISSIONER

Dated: June 11, 2019

**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: July 15, 2019

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**

**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.

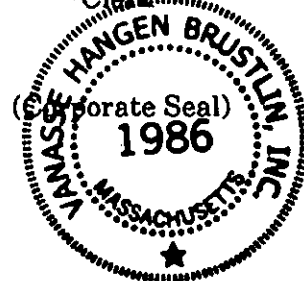
**VOTED:**

*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







**NOTEPAD:**

HOLDER CODE NHDOT-1  
INSURED'S NAME Vanasse Hangen Brustlin, Inc.;

VANAS-1  
OP ID: CL

PAGE 2  
Date 06/05/2019

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.



VANAS-1

OP ID: CI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
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(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 confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	781-245-5400	<b>CONTACT</b> Christopher A. Poole	
		PHONE (A/C, No, Ext): 781-245-5400	FAX (A/C, No): 781-245-5463
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Transportation Insurance Co	NAIC # 20494
		<b>INSURER B:</b> Safety Insurance Company	39454
		<b>INSURER C:</b> Continental Casualty Company	20443
		<b>INSURER D:</b> Valley Forge Insurance Company	20508
		<b>INSURER E:</b> XL Specialty Insurance Company	37885
		<b>INSURER F:</b>	

**INSURED**  
Vanasse Hangen Brustlin, Inc.  
VHB Eng-Surveying-Landscape  
Arch-Design P.C. (merged)  
Hensgen Johnston, LLC (merged)  
P.C. VHB Metro DC, LLC  
P.O. Box 8181  
Waterdown, MA 02471

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	6018141932	05/01/2019	05/01/2020	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000
A	<input checked="" type="checkbox"/> Contract Liab.			NO DEDUCTIBLE			MED EXP (Any one person) \$ 10,000
A	<input checked="" type="checkbox"/> Blanket Waiver			XCUI COVERAGE INCL			PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPOD AGG \$ 2,000,000
	OTHER:						V. Papers \$ 1,500,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	X	X	6018203376	05/01/2019	05/01/2020	BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRCD AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> 1601873 MA			Safety NOH			Medical Expense \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 14,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			8018203362 FOLLOWS FORM	05/01/2016	05/01/2020	AGGREGATE \$ 14,000,000
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X				
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	Y/N	N/A	6017185236	05/01/2019	05/01/2020	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			ALL STATES LONGSHOREMARB			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E	<input checked="" type="checkbox"/> Arch/Eng E & O			DPR9945121	07/19/2019	07/19/2020	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> Incl Pollution Liab			FULL PRIOR ACTS			Per Claim \$ 5,000,000
							Aggregate \$ 5,000,000

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

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

## CERTIFICATE HOLDER

## CANCELLATION

NH DOT-1

New Hampshire Department  
of Transportation  
John O. Morton Building  
7 Hazen Drive, P.O. Box 483  
Concord, NH 03302-0483

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

**NOTEPAD:**

HOLDER CODE NHDOT-1  
INSURED'S NAME Vanasse Hangen Brustlin, Inc.;

VANAS-1  
OP ID: CL

PAGE 2  
Date 07/02/2019

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.



Victoria F. Sheehan  
Commissioner

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

G+C #5C  
Date 12-19-18



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 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 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 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 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 1-800-735-2984 • INTERNET: WWW.NH.DOT.COM

V2



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



**Victoria F. Sheehan**  
**Commissioner**

**William Cass, P.E.**  
**Assistant Commissioner**

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

**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	May 31, 2017
Amended to	March 31, 2018
Amended to	December 31, 2018
By this letter, amended to	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: Mart F. Kennedy**

**Title: Senior Principal**

**KAC/wjh**

**a:\highway-design\towns\manchester\16099\agreement\part b prelim design\letters\wtb 11-02-18 tel.docx**

**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**

**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

By: [Signature]

Dated: 11/5/18

CONSULTANT

By: [Signature]

Senior Principal (Title)

Dated: 11/5/18

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 11/8/18

THE STATE OF NEW HAMPSHIRE

By: [Signature]

Director of Project Development

for DOT COMMISSIONER

Dated: 11/8/18

**Attorney General**

This is to certify that the above-amended AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 11/30/18

By: [Signature]

Assistant Attorney General

**Secretary of State**

**DEC 19 2018**

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this amended AGREEMENT.

Dated: **DEC 19 2018**

Attest:

By: [Signature]

Secretary of State

**DEPUTY 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:

Nov 5, 2018

ATTEST:





# State of New Hampshire

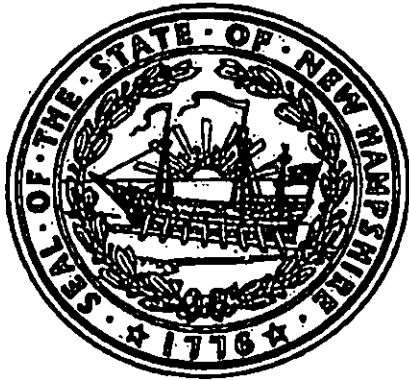
## Department of State

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

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



VANAS-1

CP ID: C1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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.

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PRODUCER  
Poole Professional Ltd.  
107 Audubon Rd. #2, Ste. 305  
Watertown, MA 01850  
Christopher A. Poole

781-348-5400

CONTACT Christopher A. Poole

PHONE (MO, NO, EXT) 781-348-5400

FAX (MO, NO) 781-348-5463

E-MAIL

ADDRESS

INSURER(S) PROVIDING COVERAGE

PAGE #

INSURER A: Valley Forge Insurance Company

20508

INSURER B: Safety Insurance Company

38484

INSURER C: Continental Casualty Company

20443

INSURER D:

INSURER E:

INSURER F:

INSURED Vanasse Hangen Brustlin, Inc.;  
VHB Eng. Surveying Landscape  
Arch. & Geology P.C.; Vanasse  
Hangen Brustlin, LLC; VHB Eng.  
INC. PC; VHB DC, LLC  
P.O. Box 9181  
Watertown, MA 02471

## 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.

CODE LTD	TYPE OF INSURANCE	ADDITIONAL INSURED	COVERAGE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liab. <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	Y	Y	8018141832 NO DEDUCTIBLE XCU COVERAGE INCL	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (A & B) \$ 1,000,000 MED EXP (A & B) \$ 10,000 PERSONAL & ADV INURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY 1501873 MA Safety NOH	Y	Y	8018203378	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (A & B) \$ 1,000,000 BODILY INJURY (B & C) \$ BODILY INJURY (B & C) \$ PROPERTY DAMAGE (B & C) \$ 5,000 Medical Expense \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	8018203382	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICIALS EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	8017185238 ALL STATES LONGSHOREHARD	05/01/2018	05/01/2019	X PER STATE DTH- FA E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Office Package \$1,000 Deductible			8018141832	05/01/2018	05/01/2019	Valuable Papers \$ 2,250,000

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

RE: PROJECT(S): Manchester, 18099 (Part B), Jaffrey, 16037, Statewide on-  
call Highway Design Services, 41329, Nowington-Dover, 112385 (Part B),  
Statewide on-call Water Quality Services, 41454, Statewide on-call Bridge  
Design Services, 41341 and Statewide on-call Air Quality and Noise Services  
See Attachment

## CERTIFICATE HOLDER:

NHDOT-1

New Hampshire Department  
of Transportation  
John O. Morton Building  
7 Hazen Drive, P.O. Box 483  
Concord, NH 03302-0483

## 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

**NOTEPAD:**

HOLDER CODE NHDOT-1  
INSURED'S NAME Vansses Mangen Brustlin, Inc.;

VANAS-1  
OP ID: CL

PAGE 2  
DATE 07/11/2018

RE: PROJECT(S): Manchester, 16099 (Part B), Jaffrey, 16037, Statewide on-call Highway Design Services, 41329, Newington-Dover, 112388 (Part B), Statewide on-call Water Quality Services, 41454, Statewide on-call Bridge Design Services, 41341 and Statewide on-call Air Quality and Noise 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 favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.



VANAS-1

OP ID: C1

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DATE (MM/DD/YYYY)  
07/11/2018

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PRODUCER  
Poole Professional Ltd.  
107 Audubon Rd. #2, Ste. 305  
Wakefield, MA 01880  
Christopher A. Poole

781-248-6400

CONTACT Christopher A. Poole

PHONE: 781-248-6400

FAX: 781-248-6483

EMAIL:  
ADDRESS:

REVENUE AFFORDING COVERAGE

NAIC #

REVENUE: XL Specialty Insurance Company

37885

INSURED Vanasse Hangen Brustlin Inc;  
VHB Eng Surveying Landscape  
Arch & Geology PC; Vanasse  
Brustlin LLC; VHB Eng NC PC;  
VHB DC LLC  
P. O. Box 9181  
Watertown, MA 02471

REVENUE 1:

REVENUE 2:

REVENUE 3:

REVENUE 4:

REVENUE 5:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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TYPE OF INSURANCE	ADDITIONAL INSURED	EXCLUDED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PROPERTY (if a commercial) MED EXP (any one person) PERSONAL & ADJ INJURY GENERAL AGGREGATE PRODUCTS - COMPOUND AGG
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS ONLY						COMBINED SINGLE LIMIT (if a schedule) BODILY INJURY / PERSONAL & ADJ INJURY PROPERTY DAMAGE (if a schedule)
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> EXCESS LIMIT <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N	N/A				PER STATUTE OTH-PR E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A Engrs. Prof. Liab. Incl. Pot Liab			DP08528347 FULL PRIOR ACTS	07/18/2018	07/18/2018	Per Claim Aggregate \$5,000,000 \$5,000,000

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

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. Deductible Amount: \$75,000  
RE: ALL PROJECTS Manchester, 16099

## CERTIFICATE HOLDER

NH DOT-1

New Hampshire Department  
of Transportation  
John O. Morton Building  
7 Hazen Drive, P.O. Box 483  
Concord, NH 03302-0483

## 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

ACORD 28 (2016/03)

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Victoria F. Sheehan  
Commissioner

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

G+C #5A  
Date 3-7-18



William Carr, P.E.  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
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 turnpike transportation system upgrade along three (3) miles of the F.B. Everett Turnpike (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 turnpike transportation system upgrade project along three (3) miles of the F.B. 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 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% 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).

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,

  
for

Victoria F. Sheehan  
Commissioner

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  
Vanassee 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	May 31, 2017
Amended to	March 31, 2018
By this letter, amended to	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.E.  
Chief Project Manager

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

We concur in the above Amendment.

**VANASSE HANGEN BRUSTLIN, INC.**

By: Mark F. Kennedy

Title: Senior Principal

s:\highway-design\lowa\manchester\16099\agreements\part b prelim design\letters\vb 12-26-17 tel.docx

**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: *Luiz Amaro*

By: *Mark F. Kumbly*

*Senior Principal* (Title)

Dated: *1/20/18*

Dated: *1/30/18*

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: *Michelle D. Dizon*

By: *P. J. SA*

Director of Project Development

for DOT COMMISSIONER

Dated: *2/7/18*

Dated: *2/7/18*

**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: *2/13/18*

By: *Allie B. Greenstein*  
Assistant Attorney General

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on *MAR 07 2018* approved this amended AGREEMENT.

Dated: *MAR 07 2018*

Attest:

By:

*DM Scuderi*  
**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.

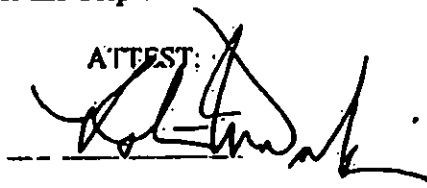
**VOTED:**

*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

ATTEST:

Date: JAN 30, 2018



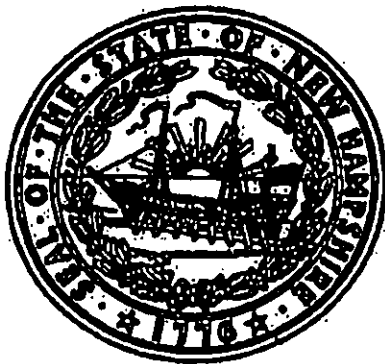


**State of New Hampshire**  
**Department of State**

**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



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

OP (D: DE

DATE (MM/DD/YYYY)

06/19/2017

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 Pools Professional Ltd. 187 Audubon Rd. #2, Ste. 205 Watukfield, MA 01580 Christopher A. Pools	CONTACT NAME VIR DATE 06/19/2017 LOCATION VANAS-1
INSURED Vanasse Hangen Brustlin, Inc.: VHB Engineering, Surveying & Landscape Arch., P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., INC., PC P. O. Box 0151 Watertown, MA 02471	INSURER A: Continental Casualty Company 20443 INSURER B: Safety Insurance Company 39484 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.

TYPE OF INSURANCE	INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract. Libd. <input checked="" type="checkbox"/> Standard Waiver GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	3010141932	06/01/2017	06/01/2018	BACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EX. SERVITORS) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	3010203378 - NO DED. 1501873 MASS AUTO NO DED SIA AUTO INCLDS. NOASH	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (All accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ Medical Exp. \$ 5,000
<input checked="" type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000	<input checked="" type="checkbox"/>	3010203363 FOLLOW FORM	06/01/2017	06/01/2018	BACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory to ISO) Yes, describe why DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	3017185238 ALL STATES LONGSHORENA	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> SICK/PAY/ACC. <input type="checkbox"/> S/P ILL. EACH ACCIDENT \$ 1,000,000 ILL. DECEASE - SA EMPLOYEE \$ 1,000,000 ILL. DECEASE - POLICY LIMIT \$ 1,000,000
<b>Office Package</b> \$1,000 Deductible		3010141933	06/01/2017	06/01/2018	Variable Papers

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Operating Schedule, if same space is required)  
No: Manchester, 1-283 Exite 6 & 7 16098 (Part B) Invest of the New Hampshire  
Department of Transportation is included as additional insured under the  
above indicated policies only subject to all policy terms and conditions. 30  
day notice of cancellation except 10 day notice of cancellation for non-  
payment of premium.

CERTIFICATE HOLDER New Hampshire Department of Transportation John O. Morton Building 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 <i>Christy P. R.</i>
---	---

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# CERTIFICATE OF LIABILITY INSURANCE

VANAB-1

OP ID: C1

DATE (MM/DD/YYYY)  
08/02/2017

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 confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Pools Professional Ltd.  
107 Audubon Rd. #2, Ste. 306  
Watsonville, MA 01550

781-245-5400

CONTACT Christopher A. Poole

PHONE 781-245-5400

FAX 781-245-5483

E-MAIL

ADDRESS

INSURER AFFORDING COVERAGE

PAGE 9

INSURER A: XL Specialty Insurance Company

37885

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Vanasse Hangen Brustlin, Inc.  
VHB Eng. Surveying & Landscape  
Arch. P.C.; Vanasse Hangen  
Brustlin, LLC VHB Eng. MC PC  
P. O. Box 9181  
Watertown, MA 02471

## 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.

TYPE OF INSURANCE	DATE SUBMITTED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> CGL <input type="checkbox"/> LOC  <input type="checkbox"/> OTHER					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (if applicable) MED EXP (incl. att. fees) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - CONSUMP AGG
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> RENTED AUTOS ONLY					COMBINED SINGLE LIMIT As endorsed BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (per accident)
<b>UMBRELLA LMB</b> <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE AGGREGATE
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPERTY DAMAGE/CONTINGENT INVESTIGATION EXCLUDED? (Indemnity is not) If yes, describe under DESCRIPTION OF OPERATIONS below Engrs. Prof. Lmb. Incl. Prof. Lmb.	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER ALL EACH ACCIDENT ILL DISEASE - IN EMPLOYEE ILL DISEASE - POLICY LIMIT
		CPRSPT5834 FULL PRIOR ACTS	07/16/2017	07/16/2018	Per Claim Aggregate \$5,000,000 \$5,000,000

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

RE: 16099 Part B1 MANCHESTER

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.  
Deductible Amount: \$75,000

## CERTIFICATE HOLDER

NHDOT-1

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

## CANCELLATION

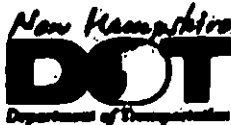
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 28 (2016/03)

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



2.a.m.  
5B

**VICTORIA F. SHEEHAN**  
**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 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 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% 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



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN  
COMMISSIONER

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	May 31, 2017
By this letter, amended to	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.

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.

By:

Title: SR. V.P.

c:\highway-design\towns\manchester\16099\part b prelim design\letter\vb 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.

**Consultant**

WITNESS TO THE CONSULTANT

By: *[Signature]*

Dated: 3/10/17

CONSULTANT

By: *[Signature]*  
S.P.V.P. (Title)

Dated: 3/10/17

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *[Signature]*

Dated: 3/29/17

THE STATE OF NEW HAMPSHIRE

By: *[Signature]*  
"Director of Project Development"

for DOT COMMISSIONER  
Dated: 3/29/17

**Attorney General**

This is to certify that the above amended AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 4/17/17

By: *[Signature]*  
Assistant Attorney General

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this amended AGREEMENT.

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Secretary of State

**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

  
Clerk

(Corporate Seal)

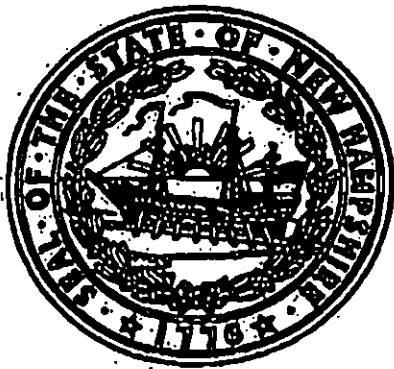
# State of New Hampshire

## 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



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

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (DDMMYY)

04/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Watfield, MA 01880 Christopher A. Poole	CONTACT NAME FAX PHONE EMAIL ADDRESS CITY/STATE/ZIP COUNTRY	INSURER A: Continental Casualty Company INSURER B: Safety Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Vanasse Hangen Brustlin, Inc.: VHB Engineering, Surveying & Landscape Arch., P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., INC., PC P. O. Box 9151 Watfield, MA 02471	REVISIONS AFFECTING COVERAGE PAGE #	

ITEM	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
NO.		COVERED		(DDMMYY)	(DDMMYY)	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Lib. <input checked="" type="checkbox"/> Start/Stop Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER ACC. <input type="checkbox"/> LOC	X	5018141932	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	5018203376 1501873 - MASS - RENEWAL 1501873 - MASS ONLY MA AUTO INCLDS. NOEM	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	5018203302	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	INDIRECTORS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Indemnity to limit) \$ per, describe under DESCRIPTION OF OPERATIONS below	N/A	5017188238 ALL STATES	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> NO CATASTROPHIC LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Office Package		5018141932	05/01/2016	05/01/2017	Variable Papers \$ 2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Manchester 1-283 Exits 6 & 7 16099 (Part B), Intrust of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER NHDOT-1 New Hampshire Department of Transportation 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)

07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements).

PRODUCER Pools Professional Ltd. 107 Audubon Rd. 82, Ste. 305 Watfield, MA 01850 Christopher A. Pools	CONTACT NAME PHONE FAX E-MAIL ADDRESS CITY STATE ZIP COUNTRY VANAS-1
INSURED Vanasse Hangen Brustlin, Inc. VMB Engineering, Surveying & Landscape Arch. PC Vanasse Hangen Brustlin, LLC P. O. Box 9151 Watertown, MA 02471	INSURER AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	PAC # 37888

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.

TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE DAMAGE TO RENTED, PREPARED/CONTAINED MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/PROP AGG
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HERED 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 LIMB EXCESS LIMB DEDUCTIBLE RETENTION \$					EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below					INC STAFF TORY LIMITS TOTAL ER
A ARCH/LENG, E&O Incl Pollution/Liab		OPR8807174 FULL PRIOR ACTS	07/18/2016	07/18/2017	Ea. Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense. \$75,000 deductible. Rq: Manchester 1-283 Extra 5 & 7, 18039 (Part 9) 30 day notice of cancellation except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER NHDOT-1 New Hampshire Department of Transportation 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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SEP 1 2015 10:02 AM  
**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



29  
Beards

**WILLIAM CASS, P.E.**  
**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 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, effective upon Governor and Council approval, through May 31, 2017. 100% Turnpike 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:

	<u>FY 2016</u>	<u>FY 2017</u>
04-96-96-961017-7507 Central NH Turnpike 046-500463 Eng Consultants Non-Benefit	\$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 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 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,

  
William Cass, P.E.  
Assistant Commissioner



# CERTIFICATE OF LIABILITY INSURANCE

CP ID: PB

DATE (MM/DD/YYYY)

09/01/2015

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 Pools Professional Ltd. 107 Ashdown Rd. 2d. Ste. 305 Watascutt, MA 01820 Christopher A. Pools	CONTACT NAME PHONE NO. FAX NO. EMAIL ADDRESS CITY/STATE/ZIP VENDOR ID: VANAS-1
INSURED Vantase Hangan Brustlin, Inc.; VHB Engineering, Surveying & Landscape Arch., P.C.; Vantase Hangan Brustlin, LLC, VHB Eng., NC, PC P. O. Box 9181 Wintertown, MA 02471	INSURANCE AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Safety Insurance Company 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.					
TYPE OF INSURANCE	ADDITIONAL CODE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASSES-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Lib. <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER ACC. <input type="checkbox"/> LOC.	X	3018141832	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (PER ACCIDENT) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	3018203376 3018203376 1501573 - MASS ONLY 25A AUTO INCLDS. NO-EM	05/01/2015 05/01/2015 06/13/2015	05/01/2016 05/01/2016 06/13/2016	COMBINED SINGLE LIMIT (25 included) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
<b>UMBRELLA LIA</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIA <input type="checkbox"/> CLASSES-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	3018203382	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Residency in MA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	3017186236 ALL STATES	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> NON-STAT. TERN/INTL. <input type="checkbox"/> TERN E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>A Office Package</b>		3018141832	05/01/2015	05/01/2016	Valuable Papers \$ 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Manchester 1-293 Exh 6 & 7 16099 (Part B) Inland of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms and conditions. \$0 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

<b>CERTIFICATE HOLDER</b> New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	<b>CANCELLATION</b> 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)  
08/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY ASEND, 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. 157 Audubon Rd. #2, Ste. 203 Watertown, MA 01880 Christopher A. Poole	CONTACT NAME FIRM, INC. OR IND. OR PERSON PRODUCTION CONTROLLER ID: VANAS-1	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	REF ID: 37888
INSURED Veresee Hengen Brustlin, Inc. VHB Engineering, Surveying & Landscape Arch. PC Veresee Hengen Brustlin, LLC P. O. Box 9161 Watertown, MA 02471			

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 DESIGNATED. 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.					
TYPE OF INSURANCE	ADDENDUM (SEE PAGE 2)	POLICY NUMBER	POLICY EFF. DATE (mm/dd/yyyy)	POLICY EXP. DATE (mm/dd/yyyy)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC					EACH OCCURRENCE DAMAGE TO RENTED PERSONAL & ADV INJURY MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NAMED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)
UMBRELLA LIA EXCESS LIA DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLASS-MADE				EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROVISIONS/EXCLUSIONS OFFERED/EXCLUDED? (See page 2 for description of operations below)	<input type="checkbox"/> T/I N/A				NO STATE TORY LIMITS E.L. EACH ACCIDENT E.L. INJURY - EA EMPLOYEE E.L. DEATHS - POLICY LIMIT
A ARCH/ENG. E&O Incl. Pollution Lb		0PR5724748 FULL PRIOR ACTS	07/18/2018	07/18/2018	Ea. Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)  
For professional liability coverage, the aggregate limit in the total  
insurance available for all covered claims presented within the policy  
period. The limit will be reduced by payments of indemnity and expense.  
\$75,000 deductible. Rpt. Manchester 1-283 E. 6 & 7, 16000 (Part 9) 30  
day notice of cancellation except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER NH00T-1  New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	CANCELLATION 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.  AUTHORIZED REPRESENTATIVE 
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**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



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

Bureau of Highway Design

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

January 19, 2012

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

6+C  
#84  
3/7/12

**Requested Action**

Authorize the Department of Transportation to enter into an Agreement with Vanasse 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 turnpike transportation system upgrades along three (3) miles of the P.E. Everett Turnpike (I-293) through Exits 6 and 7 in the City of Manchester, effective upon Governor and Council approval, through August 31, 2013. 100% Turnpike Funds.

Funding is available as follows:

04-96-96-961017-7507

Central NH Turnpike

400-500870

Highway Contract Payments-DOT

**FY 2012**  
\$883,591.00

**EXPLANATION**

The Department requires professional engineering design, planning, and environmental consultant services for a system planning study to examine turnpike transportation system upgrades along three (3) miles of the P.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 (Cofftown Road/Amoskeag Interchange) to approximately one (1) mile north of Exit 7 (NH Route 3A). The study report will perform a 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 is to establish practicable alternatives for further development of preliminary-engineering plans and formal environmental documentation. The study will also involve traffic analysis, evaluation of environmental resources and impacts at a macro level, and a substantial public-participation program. The Department reserves the right to either negotiate a scope and fee for the preliminary and final design for the transportation system upgrade project with Vanasse Hangen Brustlin, Inc., or terminate the contract. This project is currently included in the State's Ten-Year Transportation Improvement Plan for planning and engineering study (Manchester 16099).

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSA's 21-1:22, 21-1:22-a and 21-1:22-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 engineering design, planning, and associated environmental services for the Manchester 16099 Corridor Study (P.E.R.T. I-293 Exit 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 list 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 Proposal" (RFP). 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 assignment, 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 assignment. (The completed individual rating ballots and the ranking summary form, as well as comments on the proposals, are attached.) 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, the 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 six (6) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

**Consultant Firm**

The Louis Berger Group, Inc.  
 CLD Consulting Engineers, Inc.  
 Fay, Spofford & Thorndike, LLC  
 McFarland-Johnson, Inc.  
 Parsons Transportation Group Inc.  
**Vannase Hangan Brustlin, Inc.**

**Office Location**

Manchester, NH  
 Manchester, NH  
 Bedford, NH  
 Concord, NH  
 Boston, MA  
 Bedford, NH

The firm of Vannase Hangan 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. Background information on this firm is attached.

Vannase Hangan 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 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,

Christopher D. Clement, Sr.  
 Commissioner