

# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



22 tem

Victoria F. Sheehan Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design October 28, 2019

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

#### REQUESTED ACTION

RETROACTIVE

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, 2019 to June 30, 2020, 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 three earlier 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 purpose of this time extension amendment is to allow the consultant sufficient time to complete the preparation of the project's FONIS through FHWA. Of the previously-amended \$2,465,754.88 amount for this contract, there is a balance of approximately \$344,000.00 remaining (100% Turnpike Funds).

This amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully-executed amended Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan

Commissioner



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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

MANCHESTER
16099 (PART B)
1-293 Exits 6 & 7
Time Extension Amendment #5
(Agreement Dated September 1, 2015,
Contract No. 5000585)

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

October 24, 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, 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
By this letter, amended to	June 30, 2020

This no-additional-cost change order for the extension is as requested by your letter dated October 14, 2019.

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.

T:41-

KAC/wil

s:\highway-design\(towns)\manchester\16099\agreement\part b prelim design\time extension #5 october 2019\vhb 10-24-19 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: By:  Dated: 14/58/15	Manajorg Virector (Title)  Dated: 10/28/19
Department of Transportation	
By: Dated: MOVEMber 4, 5019	Director of Project Development  FOR DOT COMMISSIONER  Dated: MOVEM GER 4 5019
Attorney General	
This is to certify that the above-amended AGREEMENT has be execution.	been reviewed by this office and is approved as to form and
Dated: 12/12/2019 By:	Assistant Attorney General
Secretary of State	
This is to certify that the GOVERNOR AND COUNCIL on AGREEMENT.	approved this amended
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 Robin Bousa is Managing Director 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 Robin Bousa is Managing Director for this Corporation.

ATTEST:

Date: October 28, 2019

Ob porate Seal) 2 1986

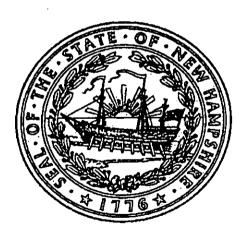
# State of New Hampshire Department of State

#### **CERTIFICATE**

1, 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: 0004485580



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. 2019.

William M. Gardner

Secretary of State



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYYY) 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.

REPRESENTATIVE OR PRODUCER, AF										<del></del>
IMPORTANT: If the certificate holder I If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	to th	ho ta	rms and conditions of th	e polic ch end	y, certain po lorsement(s)	olicies may i	require an end	provision orsement	s or b	e endorsed. latement on
PRODUCER		78	-245-5400	SONTA	CT Christop	her A. Poo	le			
Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305				PHONE (A/C, No	781.24	5-5400		FAX {A/C, No}:	781-24	45-5463
Wakefield, MA 01880				EMAIL						<del></del>
Christopher A. Poole							DING COVERAGE			NAIC#
				INSURE	RA:Transpe	ortation Ins	urance Co			20494 39454
INSURED				INSURE	RB Safety	nsurance C	ompany			20443
Wanasse Hangen Brustlin, Inc.; VHB Fnn. Surveying J., andkape Arch. Ageology F. C., synasse Hangen Brustlin, L.C., VHB Eng., D.C. Box 9 Metro DC, LLC Waterlown, MA 02471				INSURE	RC: Contine	orgo Ineur	Ity Company ance Compa	·		20508
Hangen Brustin LLC VHB Eng., NC PC VHB Metro DC,LLC			•		VI Can	cialty insur	ance Compa	nv		37885
Waterlown, MA 02471	•			INSURE	.KE.	Ciarry inour	unos			-
050	T/F1/	~ A Y I	- NUMBER:	INSURE	KF:	<u> </u>	REVISION NU	MRER:		
THE IS TO SERTIFY THAT THE BOLICIES	OF	MELL	E NUMBER: RANCE LISTED BELOW HAY	VE REE	N ISSUED TO	THE INSURE	D NAMED ABOV	VE FOR TI	HE POI	LICY PERIOD
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REME AIN, CIES	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN' ED BY	THE POLICIES REDUCED BY:	S DESCRIBEL PAID CLAIMS.	D HEREIN IS SU	n KESPE	. I U	AALIIOLI IIIIO
INSR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	'	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	5	4.000.000
A X COMMERCIAL GENERAL LIABILITY							EACH OCCURREN	ICE	\$	1,000,000
CLAIMS-MADE X OCCUR	X	X	6018141932		05/01/2019	05/01/2020	DAMAGE TO REN' PREMISES (Ea occ	элтепсе)	\$	10,000
A X Contract Liab.			NO DEDUCTIBLE				MED EXP (Any one		<b>.</b>	1.000,000
A X Blanket Waiver			XCU COVERAGE INCL				PERSONAL & ADV		\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:			j				GENERAL AGGRE		\$	2,000,000
POLICY X PRO LOC							PRODUCTS - CON V. Papers	PAOP AGG	•	1,500,000
OTHER.		$\vdash$					COMBINED SINGL	ELIMIT	\$	1,000,000
X ANY AUTO	x	l <sub>x</sub>	6018203376		05/01/2019	05/01/2020			\$	·
OWNED SCHEDULED AUTOS ONLY	^	^`							\$	
X HITES ONLY X NOTOS WITE		i					PROPERTY DAMA (Per accident)		\$	
X 1501873 MA Safety NOH							Medical Expe	nse	\$	5,000 14,000,000
C X UMBRELLA LIAB X OCCUR					05/04/0046	05/04/2020	EACH OCCURREN	ICE	\$	14,000,000
EXCESS LIAB CLAIMS-MADE	X	X	6018203362 FOLLOWS F	URM	A 05/01/2016	03/01/2020	AGGREGATE		\$	14,000,000
DED X RETENTIONS 10,000		-	<u> </u>				X PER STATUTE	OTH-	3	
D WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y.I.N.		x	6017185236		05/01/2019	05/01/2020	E.L. EACH ACCIDE		,	1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	^	ALL STATES LONGSHORE/HAR	В			E.L. DISEASE - EA		\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PC		5	1,000,000
E Arch/Eng E & O	_	$\vdash$	DPR9945121		07/19/2019	07/19/2020	Per Claim	:		5,000,000
Incl PollutionLiab			FULL PRIOR ACTS				Aggregate			5,000,000
		<u>L</u> .					<u> </u>			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Project: Manchester 16099 (PART B)! Professional Liability Deductible: \$50 See Attached	-293	3 Exi	0 101, Additional Remarks Schedu lts 6 & 7	de, may b	e attached If mor	re space is requir	red)			
CERTIFICATE HOLDER				CANO	ELLATION					
New Hampshire Departm	ent		NHDOT-1	SHO	OULD ANY OF	N DATE THE	ESCRIBED POLI EREOF, NOTICI CY PROVISIONS.	E WILL I	ANCEL BE DE	LED BEFORE LIVERED IN
John O. Morton Building	_			AUTHO	RIZED REPRESE	NTATIVE			•	
7 Hazen Drive, P.O. Box 4	183			/		PATE	>/			
Concord, NH 03302-0483				I (.	1. select	11/1	سر			

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. Shechan Commissioner

# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

Jato 7-31-19



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 Central NH Turnpike 046-500463 Eng Consultants Non-Benefits FY 2020

\$143,954.67

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

#### EXPLANATION

This item is retroactive because more comprehensive coordination with the City of Manchester was required for selection of the preferred alternative interchange to replace the Amoskeag Traffic Circle at the 1-293 Exit 6 interchange, and more time than anticipated was required to reduce the impacts for the widening of the F.E. Everett Turnpike along the closed Manchester Landfill. With the Department's and consultant's concentration on this expanded engineering and coordination, and the negotiation time required for the fee increase, we were unable to process the amendment prior to the current completion date.

On October 7, 2015, the Governor and Council authorized the subject engineering and environmental services Agreement (Item #29; copy of Resolution attached) in the amount of \$2,321,800.21 to perform the second design phase (Part B) of a tumpike transportation system upgrade project along three (3) miles of the F.E. Everett 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



# 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

,!

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

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

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. Stamnas, P.E.

Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: Mat Tiller

Title: SENIOR PAINCITAL

KAC/wjh

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

## AGREEMENT AMENDMENT .

# MANCHESTER 16099 (PART B)

## VANASSE HANGEN BRUSTLIN, INC.

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

Consultant
WITNESS TO THE CONSULTANT CONSULTANT
By: Juic Sance By: Mat F. Kamele
SENION PRINCIPAL (Title)
Dated: 6/4/19 Dated: 6/4/19
Department of Transportation
WITNESS TO THE STATE OF NEW HAMPSHIRE THE STATE OF NEW HAMPSHIRE
By: Alis Churchly By: 1768
Director of Project Development
DOT COMMISSIONER
Dated:
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: Fully C. Haup Assistant Attorney General
Secretary of State
This is to certify that the GOVERNOR AND COUNCIL on
Dated: JUL 3 1 2019 Attest:
By:
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 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

orporate Sea

GEN RA

# 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: 0004485580



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. 2019.

William M. Gardner

Secretary of State

ACORD'

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MONIDOMYYY)

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CANTACT Christopher A. Poole 781-245-5400 PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole FAX No): 781-245-5463 PHONE 781-245-5400 FORF SS: INSURER(S) AFFORDING COVERAGE MSURER A: Transportation Insurance Co 20494 MSURER 8 : Safety Insurance Company 39454 MSURED HE TO SUPE MSURER C : Continental Casualty Company 20443 O Box May Do Landbe MISURER D. Valley Forge Insurance Company 20508 XL Specialty Insurance Company 37885 MSURER 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 ADOL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE 1.000,000 CLAIMS-MADE X OCCUR 6018141932 05/01/2019 05/01/2020 DAMAGE TO RENTED PREMISES (Ea occurrence) X X Contract Liab. 10,000 NO DEDUCTIBLE MED EXP (Any one person) Blanket Walver 1,000,000 XCU COVERAGE INCL PERSONAL & ADV INJURY 2.000.000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY X ES 2.000.000 PRODUCTS - COMP/OP AGG V. Papers 1,500,000 OTHER: COMBINED SINGLE LIMIT 1,000,000 AUTOMOBILE LIABILITY ANY AUTO 6018203376 05/01/2019 05/01/2020 X BODILY (NURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED DNLY X NON-SYMED 1501873 MA Safety NOH X Medical Expense 5 000 X 14 000 000 UMBRELLA LIAB X OCCUR EACH OCCURRENCE 6018203362 FOLLOWS FORM 05/01/2019 05/01/2020 FXCESS LIAB CLAIMS-MADE 14,000,000 AGGREGATE 10,000 DED X RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE 6017185236 05/01/2019 05/01/2020 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ALEMBER EXCLUDED? 1,000,000 E.L. EACH ACCIDENT 1,000,000 ALL STATES LONGSHOREMARE E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below Arch/Eng E & O 1,000,000 07/19/2018 07/19/2019 Per Claim DPR9928347 5,000,000 Incl PollutionLiab **FULL PRIOR ACTS** Aggregate 5,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Manchester 16099 (PART B)I-293 Exits 6 & 7 Professional Liability Deductible: \$75,000 See Attached CERTIFICATE HOLDER CANCELLATION NHDOT-1 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. New Hampshire Department of Transportation John O. Morton Building AUTHORIZED REPRESENTATIVE 7 Hazen Drive, P.O. Box 483 Concord, NH 03302-0483

ACORD 25 (2016/03)

NOTEPAD:

HOLDER CODE

NHDOT-1 INSURED'S HAKE Vanasse Hangen Brustlin, Inc.;

VANAS-1 OP ID: CL

PAGE 2 Date 06/05/2019

Project: Manchester 16099 (PART B) I-293 Exits 6 4 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.

REVISION NUMBER:

OP ID: CL

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DO/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(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on rights to the cartificate holder in lieu of such endorsement(s).

PRODUCER	781-245-5400	CONTACT Christopher A. Poole						
Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole		PHONE (AIC, No, Ext): 781-245-5400	FAX (AC, No): 781-245-5463					
		ADORESS:						
		INSURER(S) AFFORDING COVER	AGE NAIC#					
		INSURER A: Transportation insurance C	20494					
OKSURED		INSURER B : Safety Insurance Company	39454					
Vanasse Hangen Brustlin, Inc.; VHB Eng.Surveying Landscape		INSURER C : Continental Casualty Comp	eny 20443					
Arch.&Goology P.C.; Versage Hangon Brustim LLC, VHB Eng.,		INSURER D. Valley Forge Insurance Cor	npany 20508					
Vanasse Hangen Brustin, Inc.; VHE Eng. Surveying Landscape Incl. & Colory F. L.; Vanasse Version Brustin, Inc.; Ve		INSURER E : XL Specialty Insurance Cor	npany 37885					
		INSURER F:						

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. ADOL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE **POLICY NUMBER** X COMMERCIAL GENERAL LIABILITY 1.000.000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 CLAIMS-MADE X OCCUR 6018141932 05/01/2019 05/01/2020 X X Contract Liab. 10,000 X NO DEDUCTIBLE MED EXP (Any one person) Blanket Waiver 1,000,000 X XCU COVERAGE INCL PERSONAL & ADV INJURY 2,000,000 GENL AGGREGATE UNIT APPLIES PER: **GENERAL AGGREGATE** 2,000,000 POUCY X PEC PRODUCTS - COMP/OP AGG 1.500,000 V. Papers OTHER COMBINED SINGLE LIMIT (Ea accident) 1,000,000 AUTOMOBILE LIABILITY 6018203378 05/01/2019 05/01/2020 ANY AUTO X **BODILY INJURY (Per person)** OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident PROPERTY DAMAGE (Per accident) HIRED ONLY X MONOSYNER 1501873 MA 5.000 X Safety NOH Medical Expense 14,000,000 X UMBRELLA LIAS OCCUR **EACH OCCURRENCE** 6018203362 FOLLOWS FORM 05/01/2016 05/01/2020 14,000,000 **EXCESS LIAB** CLAIMS-MADE **AGGREGATE** 10.000 DED X RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X STATUTE 6017185236 05/01/2019 05/01/2020 1.000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/AMEMBER EXCLUDED? (Mandatory in NH) EL, EACH ACCIDENT N ALL STATES LONGSHORE/HARB 1.000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 EL DISEASE - POUCY UMIT DESCRIPTION OF OF DPR9945121 07/19/2019 07/19/2020 5,000,000 FULL PRIOR ACTS 5,000,000 Incl PollutionLiab Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, 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

CERTIFICATE NUMBER:

See Attached

**COVERAGES** 

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

NOTEPAD:

HOLDER CODE NHDOT-1

EXSURED'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



William Cass, P.E. Assistant Commissioner

Bureau of Highway Design November 8, 2018

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

#### REQUESTED ACTION

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

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

#### **EXPLANATION**

The purpose of this professional engineering design and environmental consultant services agreement is to perform the second design phase (Part B) of a 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% Tumpike Funds). On May 3, 2017 the Governor and Council approved extending the original completion date of May 31, 2017 to March 31, 2018 (Item #5B). 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



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

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

William Cass, P.E.
Assistant Commissioner

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

November 2, 2018

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

Dear Mr. Kennedy:

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

Original Completion Date
Amended to
Amended to
By this letter, amended to

May 31, 2017

March 31, 2018

December 31, 2018

May 31, 2019

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

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

Sincerely,

Keith A. 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: Mat & Kamell

Title: SENIOL PRINCIPAL

KAC/wjh

s:\highway-design\(towns\)\manchester\16099\agreement\part b prelim design\\eters\vnb 11-02-18 tel:doex

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	CONSULTANT
By: Sui June By:	Mat F. Kennell
Dated: 11/5/1D	Shulok Principal (Title)  Dated: 11/5/18
Department of Transportation	
WITNESS TO THE STATE OF NEW MAMPSHIRE  By:   MULLIP By:	
	Director of Project Development
Dated: 11/8/18	Dated:
Attorney General	
This is to certify that the above-amended AGREEMENT ha and execution.	s been reviewed by this office and is approved as to form
Dated: 11/30/18 By:	Assistant Attorney General
Secretary of State	DEC 1 9 2018
This is to certify that the GOVERNOR AND COUNCIL on AGREEMENT.	
Dated: DEC 1 9 2018 Attest: By:	1 DM Samlar
	REPUTY Secretary of State REPUTY SECRETARY OF STATE

#### VANASSE HANGEN BRUSTLIN, INC.

#### Certificate of Vote

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

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 31, 2018, at which a quorum of the Board was present and voting.

#### VOTED:

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

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Martin F. Kennedy is Senior Principal for this Corporation

Date: NW 5, 7018

1986

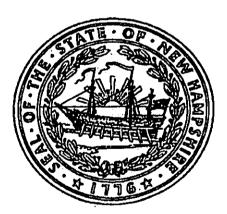
# State of New Hampshire Department of State

#### **CERTIFICATE**

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

Business ID: 104275

Certificate Number: 0004071454



IN TESTIMONY WHEREOF,

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

William M. Gardner

Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE PERSONNY 07*i*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 POLICES OF THE PROPERTY OF THE PROPERTY OF THE POLICES OF THE PROPERTY OF THE PROPERTY OF THE POLICES OF

RI	ELOW. THIS CERTIFICATE OF DR EPRESENTATIVE OR PRODUCER, A	ND T	HE C	ERTIFICATE HOLDER.	_					(C),	
H	PORTANT: If the certificate holder BUBROGATION IB WAIVED, subject is certificate does not confer rights t	to t	he te	rms and conditions of the ilicate holder in lieu of suc	e policy, ch endor	certain pr sement(s)	olicies may	require an endol	rovision reemen	sorb LAsi	e endorsed. Internett on
~	www.	~ ***		-245-5400	EXMINCT	Christop	her A. Poo	bo			
Pool	s Professional Ltd.		_		100 E.		5-5400		FAX (AUC, No):	781-24	15-5463
Wato	Audubon Rd. #2, Ste. 305 effeld, MA 01880			Ħ	MAT				<u> </u>		
Chri	stopher A. Poole			ľ		9651	JRENS) AFFOR	DING COVERAGE			MAIC #
				17		Valley F	orge braur	ance Company	<b>j</b> -		20508
	Vanasse Hangen Brustlin, Inc.;					Safety	nsurance (	Company			39454
-	VHB Eng.Surveying,Landacape			l <sup>-</sup>	MEURER C	Cambina	ntal Casus	Ity Company			20443
•	VHB Eng.Surveying,Landscape Arch.&Goology P.C.;Vanasse Hangen Brustlin,LLC,VHB Eng.,			J <sup>-</sup>	MINTER D						
	NC.PC.VHB DC.LLC P. O. Box 9161			-	MAUREN E						
	Watertown, MA 02471			<u>_</u>	MILITER F	:					Ĺ <u></u>
COV	FRAGES CER	TIER	CATI	NUMBER:				REVISION NUM			<del></del>
TH INI	IN IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY REPORT OF MAY REPORT OF MAY REPORT OF SUCH CLUSIONS AND CONDITIONS OF SUCH	PERTI POLI	LEME AIN, CLES.	nt, term or condition o The insurance afforde	OF ANY C ED BY THE BEEN REC	E POLICIES SUCED BY I	S DESCRIBEI PAID CLAIMS.				
XSR LYR	TYPE OF BISURANCE	ADDA. NSO	SUBR	POLICY HUMBER		MODAY EFF	POLICY EXP		(,281)		4 000 000
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	v	v	6018141932	05	U01/2018	05/01/2019	EACH OCCURRENCE DAMAGE TO RENTE PREMISES HE DOOR	<u> </u>	3	1,000,000
ŀ	X Contract Lisb.	'	<b>'</b> '	NO DEDUCTIBLE				MED EXP (Any one P		1	10,000
ŀ	X Blanket Walver			XCU COVERGAE INCL				PERSONAL & ADV IN		\$	1,000,000
ŀ	GENT. AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGA		3	2,000,000
	POUCY X 2207 LCC						ľ	PRODUCTS - COMP	OP AGG		2,000,000
$\perp$	OTHER:		<u> </u>					COMBINED SINGLE	,isetT		1,000,000
-	AUTOMORRE LIABILITY	J	J	601820337 <b>6</b>	O.F	UD4/2018	05/01/2019	BODILY PLANTY (Per		<u></u>	
- 1	X ANY AUTO OWNED AUTOS ONLY X AUTOS	Y	Y	6018283376		030112010		DOOILY INJURY (Por		5	
ŀ			ŀ					PROPERTY DAMAGE		3	
- 1	X MIND ONLY X MIND WILL TO Safety NOH	1						Medical Expens	ie i	5	5,000
c	X USESSELLA LLAS X OCCUR	_	$\vdash$	,			-	EACH OCCURRENCE			14,000,000
Ť	EXCESS LIAD CLARES HADE	Y	Y	6018203362	05	05/01/2018 05/0	05/01/2019	AGGREGATE \$		5	14,000,000
ŀ	DED X RETENTIONS 10,000									5	
A	NORTHERS COMPENSATION AND EMPLOYERS' LIABILITY VIN						_	X PERTUTE	OTH ER		
ľ	AND EMPLOYERS LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE [ M ]		Y	60171 <b>85236</b>	05	V01/2018	05/01/2019	ELL EACH ACCIDENT		3	1,000,000
- 1	Mandatory in KK)	M/A		ALL STATES LONGSHORENARD	)			EL DISEASE - EA EL	<b>WPLOYEE</b>	<u></u>	1,000,000
- 1	r yes, describe under DESCRIPTION OF OPERATIONS below							EL DISEASE - POUR	CY LIMIT		1,000,000 2,250,000
	Office Package			6018141932	05	J01/2018	05/01/2019	_ '			2,250,000
ļ	\$1,000 Deductible	•					•	Papers			
RÉ:     state   State	REPTION OF OPERATIONS / LOCATIONS / VENCE PROJECT(S): Manchester, 16093 Highway Design Services, 41329 swide om-call Water Quality Serv gn Services, 41341 and Statewid Attachment	(Pa Nerices e on	ncontrol B) wing i, 41	191, Addition Remains Schoolds. Jaffrey, 16037; Statow ton-Dover, 11238S (Par 154, Statowide on-call B Air Quality and Noise S	n, may be at ride on- ri B), Bridge Services	behod 7 mor	s apaca ta requir	•4)			
CER	TIFICATE HOLDER				CANCEL	LATION		<del></del>			
ž m.u.		•		NHDOT-1							
	Now Hampshire Department of Transportation	ent			THE F	<b>XPIRATION</b>	DATE THE	ESCRIBED POLICE REOF, NOTICE Y PROVISIONS.	WILL E	ANCELI SE DE	LIVERED IN
	John O. Morton Building	22		[7	AUTHORSZ	D REPRESE	NTATINE	_			l
•	7 Hazen Drive, P.O. Box 4 Concord, NH 03302-0483	63		•	0		ATO	20			
					-	<del></del>		ORD CORPORA	TION	a ti eled	

**NOTEPAD:** 

NHDOT-1 HOLDER CODE

Name of Paris Pari

VANAS-1 OP ID: CL

PAGE 2 Det 07/11/2018

RE: PROJECT(S): Manchester, 16099 (Part B), Jeffrey, 16037, Statewide on-call Highway Design Services, 41329, Newington-Dovar, 112388 (Part B), Statewide on-call Water Quality Services, 4154, 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.

# ACORD'

## CERTIFICATE OF LIABILITY INSURANCE

07/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fleu of such endorsement(s). Christopher A. Poole 781-245-5400 AC, No. Cath 781-245-5400 FAX, max 781-245-5463 Poole Professional Ltd. 107 Audirbon Rd, #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole Man: INSURERIE) AFFORDING COVERAGE #AC# 37885 WEUNERA XIL Specialty Insurance Company Vanasse Hangen Brustlin Inc; VHB Eng Surveying Landscape Arch & Geology PC;;Vanasse Brustlin,LLC; VHB Eng NC PC; VHB DC LLC P. O. Box \$151 WEINER D. MEURER G : INSURER D : DISURER E: Waterlown, MA 02471 MISURER F: REVISION NUMBER: CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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. COVERAGES POLICY EFF. POLICY EXP. ADDIL SUBR POLICY MARGER TYPE OF INSURANCE PACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURR SERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV BUILTY GENERAL AGGREGATE GENT. AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMPIOP AGG POLICÝ COMDINED SINGLE LIMIT En accident OTHER: AUTOMOBILE LIABILITY BODILY INJURY (Per persors OTUA YMA BOOKY INJURY (Per accident) PROPERTY DAMAGE (Per accident) ECHEDULED AUTOS OWNED AUTOS ONLY MOHERMAED HISTOR ONLY EACH OCCURRENCE INCORPLIA LIAS AGGREGATE EXCERS LIAB CLAIMSHADE RETENTION S DED STATUTE MORKERS COMPERSATION ANY PROPRIETOR/PAITNER/EXECUTIVE OFFICE AMENDER EXCLUDED? (Mandalory in NIV) EL EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below Engrs. Prof. Lisb. 07/19/2018 07/19/2019 Per Claim 5,000,000 hppogratur 6,000,000 Aggregate FULL PRIOR ACTS Incl. Poll Lisb ery be etteched if more space to required) DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, A&R For professional liability coverage, the aggregate limit is the total insurance available for all coverred claims presented within the policy period. Deductible Amount: \$75,000 RE: ALL PROJECTS Manchester, 16099 CANCELLATION CERTIFICATE HOLDER NHDOT-1 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. New Hampshire Department of Transportation

ACORD 25 (2016/03)

John O. Morton Building

Concord, NH 03302-0483

7 Hazen Drive, P.O. Box 483

© 1988-2015 ACORD CORPORATION. All rights reserved.

AUTHORIZED REPRESENTATIVE



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

G+C#5A Date 3.7-18



Victoria F. Sheehan Commissioner

His Excellency, Governor Christopher T. Sumunu and the Honorable Council State House Concord, New Hampshire 03301 Bureau of Highway Design December 27, 2017

#### REQUESTED ACTION

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

Authorize the Department of Transportation to amend Contract #5000585, with Vanasse Hangen Brustlin, Inc., Vendor #174584, to perform the second phase of a 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 March 31, 2018 to December 31, 2018, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on October 7, 2015, Item #29. Time extension only, no new funding.

#### **EXPLANATION**

The purpose of this professional engineering design and environmental consultant services agreement is to perform the second design phase (Part B) of a tumpike transportation system upgrade project along three (3) miles of the F.B. Everett Tumpike (I-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Exit 5 (Granite Street), through and including 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% Tumpike Funds). On May 3, 2017 the Governor and Council approved extending the original completion date of May 31, 2017 to March 31, 2018 (Item #5B).

This amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully-executed amended Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan

1 William Care

Commissioner

Attachments



#### THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN

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

WILLIAM CASS P.E. ASSISTANT COMMISSIONER Bureau of Highway Design Room 200 (CMF) Tel. (603) 271-2171 Fax: (603) 271-7025

December 26, 2017

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

Dear Mr. Kennedy:

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

**Original Completion Date** 

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. Stamnas, P.E.

**Director of Project Development** 

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: Max & Kenny de

Title: Staves TrinsipeL

athlighway-design\(towns)\manchester\16099\egreemen(part b prelim design\letters\vhb 12-26-17 tel.doox

# 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: Juis Sunere	Ву.	Mad F. Kamely
		Stores Principal (Title)
Dated:/ 24/1 p		Dated: 1/36/12
Department of Transportation		
WITNESS TO THE STATE OF NEW HAMPSHIRE	;	THE STATE OF NEW HAMPSHIRE
By: Millio Diller	By:	C75A-
		Director of Project Development
, ,		for DOT COMMISSIONER
Dated:		Dated:
Attorney General		
form and execution.		as been reviewed by this office and is approved as to
Dated: 2 13 18	Ву:	Allier B grunster
,	•	Assistant Attorney General
Secretary of State		
This is to certify that the GOVERNOR AND COUNCAGREEMENT.	CIL on	MAR 0 7 2018 approved this amended
MAR 0.7 2018	Attest:	
Date.		1 DM Scular
•	Ву:	REPUTY SPERFTARY 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

Date: JANSU, 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 ther and documents required by the Scoretary 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 Seed of the State of Now Hampshire, this 3rd day of April A.D. 2017.

William M. Gerdner

Scoretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE ODEDDAYYYI 08/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION CHLY 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 DISURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUENCE INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

IAX IAG Meta Poole Profe 107 Auduben Rd, \$2, Ste. 305 Wakefield, MA 91580 Christopher A. Poole ADOREST: CUSTOMER ID F. VANAS-1 (KEURERIS) AFFOROMO COVERAGE MAKE # Variable Hangen Brustlin, Inc.: VHB Engineering, Surveying & BISURER A : Continental Casualty Company 20442 **HOURED** 29454 saument a : Safety Insurance Company Landscape Arch., P.C.; Vanasse MELINER O Hangen Brustlin,LLC, VHB Eng., RESIDENCE D : NC., PC P. O. Box 9151 MINTER E : Watertown, MA 02471 MINISTER F :

REVISION NUMBER: CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERSOD DIDICATED. 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 BUBLIECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAMS. COVERAGES POLICY EFF POLICY EXP POOL SURE!

妞	TYPE OF RISURANCE	MSR	-	POLICY HEREDER	HIMIODYYYY)	I KAMAKA CAYYYYY			
LIR	CONTRAL LIMITATY		-				EACH COOURREDICE		1,000,000
١.	1 <del>- 1</del>	l x l		6018141932	06/01/2017	05/01/2018	PREMISES (E) COMPONS	1	1,000,000
^	X COMMERCIAL GENERAL LIABILITY	^					MED EXP (Any one person)	-	10,000
	CLAMIS-MACE X COCUR			MO DEDUCTIBLE			PERSONAL & ADV SUURY	-	1,000,000
	X Gontract Lisb.	1 1		ICCU COVERÂGE DICL		. 1	GENERAL AGGREGATE	•	2,000,000
ļ.	X Blanket Walver			TOU COVERIGE DICE			PRODUCTS - COMPLOP AGG	÷	2,000,000
ı	OTHE ACCRECATE LIMIT APPLIES PER:						LINGUES - COMPANIES - 1990	÷	
_	POUCY X PRO LOC	<u> </u>					COMENSED SINGLE LIMIT	<u> </u>	
	WILLIAMORETE FIVERFLIA	X				1	(En accident)	•	1,000,000
1	ANY MUTO						BOOKY MURTY (Per person)		
A	X ALL OWNED AUTOB	Ιſ		8018203376 - NO DED.	05/01/2017	05/01/2018	BOOLY BUURY (Per socialism)	1	
A	SCHEDULED AUTOS			1801873 MASS AUTO NO DED	08/13/2017	06/13/2018	PROPERTY DAMAGE (PER ACCEDENT)	•	
B	KRED AUTOS						Medical Exp.		5,000
18	X NON-OWNED ALTOS	ll		MA AUTO INCLOS, NOSH					
-	X DESCRIPTION X OCCUR	Н					EACH OCCURRENCE		11,000,000
	EXCESSIONS CLASSIONES						ACCREGATE	8	11,000,000
A	1 10000000	X		8018203382 FOLLOW FORM	05/01/2017	05/01/2018		ß	
	X RETERTION 1 10,000	ll				] .			
$\vdash$	X RETENTION 5 10,000	┞╼┥					X WASHING U	'	
١.	AND EXPLOYERS LINELITY			6017185238	08/01/2017	05/01/2018	EL EACH ACCIDENT		1,000,000
1^	MY PROPRETORPARTIER/EXECUTIVE N OPPLE RABBULER EXCLUSED?			ALL STATES LONGSHORE/HA			E L CHEEASE - EA EMPLOYEE		1,000,000
1	Charactery in 1849  From describe under  DESCRIPTION OF OPERATIONS below					•	ELL DISEASE - POUCY LIMIT		1,000,000
<u></u>		$\vdash$		£018141832	06/01/2017	05/01/2018	Valuable		2,250,000
1^	Office Package	ΙI					Papers		
I	\$1,000 Deductible	ا نا		<u></u>		<del></del>			<del></del>

rescue now or overamous (Locanous (Wincles March acord 1st, Additional Residue), § see Ro: Manchester 1-283 Exits 6 & 7 16098 (Part B) Intrest of the New Hampshire Department of Transportation is included as additional insured under the above indicated polices only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium. CANCELLATION

CERTIF		

NHDOT-1

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

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

AUTHORESE) REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

OP ID: CL

**CERTIFICATE OF LIABILITY INSURANCE** 

DATE (MEDDAYYY)

08/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF REPORTATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR MEDIATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

IMPORTANT: If the certificate holder is if SUBROGATION IS WAIVED, subject to	the terms and conditions o	f the policy, certain pol	ADDITIONAL INSURED provision ictes may require an endorsemen	ns or be endorsed it. A statement'e				
this certificate does not confer rights to (	he certificate holder in lieu of 781-245-5400	SMIACT Christoph	or A. Poole	<u> </u>				
ole Declare local I fd		PHONE 781-245	EADO I FAX	781-245-5463				
7 Audubon Rd. #2, Sts. 306 akofield, MA 01880		ACCULES:	[AC, No):					
indiano, arrivate		I		MAIC #				
		VI Coacl	elty insurance Company	37685				
Vanasso Hangen Brustlin, Inc.		MEVERA : AL CIPELI	nd underties company					
VHB Enn.Surveying &Landscape		RIGHTERN D.	RIEUTRA D;					
VHB Eng Surveying &Landscape Arch. P.C.; Venasse Hangon		NAMES C.						
Brustiin,LLC,VHB Eng.,NC PC P. O. Box 9151		MANAGR D:						
Watertown, MA 02471		orsishen e :	<del> </del>					
		ROURER F1		<u>.</u>				
	FICATE NUMBER:		REVISION NUMBER:	<u>·</u> _				
THIS IS TO CERTIFY THAT THE POLICIES OF MOICATED. NOTWITHSTANDING ANY REQU SERTIFICATE MAY BE ISSUED OR MAY PE EXCLUSIONS AND CONDITIONS OF SUCH PO	JREMENT, TERM OR CONDITIC RTAIN, THE INSURANCE AFFOI	ON OF AMY CONTRACT OF ROED BY THE POLICIES (	r other document with respe Described Herein 19 Subject To	CT TO WHICH THIS				
	N. SUDR POLICY NUMBER	POLICY EFF		<b>B</b>				
CONDERCIAL GENERAL LIABILITY	W 1777	Transfer and Table	EACH OCCUPAÇÃICE					
CLASID-MADE COCUR			DAMAGE TO RENTED REMESS EN OCCUPENCO					
	1 1	1 [		·				
			MED DOP (May one person)					
	1 1		PERRONAL & ADV NARY					
CENTLACGREGATE LIBET APPLIES PER:	1 1		GENERAL ACCRECATE					
learcy [		1	PRODUCTS - COMPIDE AGO	<u> </u>				
I OTHER	<del></del>	<del></del>	COMBINED SINGLE LIMIT	-				
AUTOMOBILE CARRETTY	1 1	1 1	.E.accider()	<u> </u>				
ANY AUTO OWNED AUTOS ONLY AUTOS	1. 1		SCOILY RULLRY (Per person)	<u>\$</u> .				
[	1 [		BODILY BUILTY (For eccloses)	*				
XXVIII OHLY   XXVIII XXVIII	1 1	]·	PROPERTY DAMAGE	5				
	<del> </del>							
UNERRALA LIAR COCUR	· ·	[ ]	EACH OCCURRENCE	*				
EXCESS LIAB CLAIMS MADE	]	1 i	AGGREGATE	<u>L</u>				
DED RETENTION 6	<del>                                     </del>		Less Long	1				
MODUCERS CONFENSATION AND EMPLOYERS LIABILITY	1 1	}	FATURE ER					
ANY PROPRETOR PAYTHERE SECUTIVE 111			E.L. EACH ACCIDENT	<u> </u>				
		1 1	F.L. DISPARE - EA EMPLOYER					
If you, describe enday DESCRIPTION OF OPERATIONS below	1.1		E I DISEASE - POLICY LIMIT	<u> </u>				
Engre, Prof. Lisb.	DPR9915924	07/10/2017 07	/19/2016  Per Ctatm	6,000,0				
Incl. Poll. Lisb.	FULL PRIOR ACTS		Aggregate	6,000,0				
e-non or oresanous / Locations / Veneues : (6099 Part Bl. MANCHESTER : professional liability coverage, the sance available for all covered claim d. The limit will be reduced by payricilible Amount: \$75,000	ggregate limit is the total	tiev	nes to manifest)					
TIFICATE HOLDER	NHDOT-1	CANCELLATION						
New Hampshire Department of Transportation		SHOULD ANY OF THE THE EXPIRATION D ACCORDANCE WITH T	ABOVE DESCRIBED POLICIES SE CA ATE THEREOF, NOTICE WILL B HE POLICY PROVISIONS.	MOELLED BEFORE E DELIVERED IN				
John O. Morton Building	•	AUTHORIZED REPRESENTATIVO						
1 Hazen Drive, P.O. Box 483		Child ATEL						
Concord, NH 03301-0483			MICA					

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION: All rights reserved.

5B



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEBHAN 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 (1-293) through Exits 6 and 7 in the City of Manchester, by extending the completion date from May 31, 2017 to March 31, 2018, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on October 7, 2015, Item #29. Time extension only, no new funding.

#### **EXPLANATION**

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

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

This amended Agreement has been approved by the Attorney General as to form and execution. Copies of the fully-executed amended Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan Commissioner



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN 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 I, Section G (Date of Completion) for the above-noted Agreement. The original and amended dates are as follows:

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

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

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

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:

SR. L.D.

sthighway-design\(iowns)kmanchester\16099\cart b prelim design\letterstythb 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	CONSULTANT
By: June B.  Dated: 3/13/17	y: Mb MM II
Department of Transportation	
By: Dated: 3/29/17	y: THE STATE OF NEW HAMPSHIRE  Threator of Project Down  For DOT COMMISSIONER  Dated: 3/29//7
Attorney General  This is to certify that the above amended AGREEM approved as to form and execution.  Dated: \( \frac{\psi_17}{17} = \frac{17}{17} \)  B	
Secretary of State  This is to certify that the GOVERNOR AND COUNCIL amended AGREEMENT.	on approved this
Dated: Attr	est:
В	Secretary of State

#### VANASSE HANGEN BRUSTLIN, INC.

#### Certificate of Vote

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

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 25, 2017, at which a quorum of the Board was present and voting.

#### VOTED:

That William Ashworth is Regional Manager for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that William Ashworth is Regional Manager for this Corporation

ATTEST:

Date: March 10, 2017

(Corporate Seal)

# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. 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 band and cause to be affixed the Scal of the State of New Hampshire, this 3rd day of April A.D. 2017.

William M. Gardner Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MICODOMY)

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 AFFRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(IS), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

RODUCE Poole Professional Ltd. 107 Audation Rd. 62, Sts. 305 Waterfield, MA 01880 Christopher A. Poole FAX (A/C, No): CUSTOMER ID & VANAS-1 MARC A HSURER(S) APPORTUGIS COVERAGE pourse A: Continental Casualty Company Vanasse Hangen Brustiin, Inc.: 20443 MATERIAL PROPERTY. VKB Engineeering, Surveying & esses a : Safety Insurance Company 39454 Landacape Arch., P.C.; Vensase HECKER C: Hangen Brustlin, LLC, VHB Eng., RERD: NC. PC NSUREA & : P. O. Box 9151 Watertown, MA 02471 HOUNER F REVISION NUMBER:

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 MY REQUIREMENT, TERM OR CONDITION OF MY 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 GUBJECT-TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIR	TYPE OF INSURANCE	ADDL	NAME OF THE OWNER, OWNE	POLICY NUMBER	LATE COULTAIN	POLICY EXP	LIMIT	3	
FIR.	GENERAL LIABILITY						EACH OCCURRENCE	8	1,000,000
A	X COMMERCIAL GENERAL LIABILITY	x		6018141932	05/01/2018	05/01/2017	DAMAGE YO RENTED PREMISES (EN POCUTORIES)	8	1,000,000
	CLAMS-MADE X OCCUR	1			Ì		MED EXP (Any one person)	1	10,000
	X Contract. List.					,	PERSONAL & ADV BUURY	8	1,000,000
	X Blanket Walver						GENERAL AGGREGATE	8	2,000,000
	GENT, AGGREGATE LINGT APPLIES PER:						PRODUCTS - COMPIOP AGG	8	2,000,000
	POLICY X TO LOC	l		1				8	
	AUTOMOBILE LIAMILITY	×		-			COMBINED SNIGLE LIMIT (En occident)		1,000,000
	ANY AUTO	lł		L			BODELY BUILDRY (Per person)	3	
A	X WT DAMED WILDS			6018203376	05/01/2016	05/01/2017	BODILY BLURY (Per accident)	8	
A B	X RCHEDULED AUTOR			1601873 - MASS - RENEWAL	06/13/2016	06/13/2017	PROPERTY DAMAGE (PER ACCIDENT)	8	_
В	X HON-OWNED AUTOS			1501873 - MASS ONLY	06/13/2016	06/13/2016		\$	
-		1		MA AUTO INCLUS. NO&H				8	-
	X GREENLAIMS X OCCUR						EACH OCCURRENCE	8	10,000,000
	ETCESS LIAD CLANG MADE	y.		601 <b>6203362</b>	05/01/2016	05/01/2017	ACCREGATE	8	10,000,000
A	DEDUCTIBLE	*		DU18203362	0301/2010	VOIC 112011		8	
	X RETENTION \$ 10,000	) )			l			8	
	WORKERS COMPENSATION						X WC STATU- OTH-		
A İ	AND EMPLOYERS LIABRATY  ANY PROPRIETOR PARTHER EXECUTIVE  N			6017185238	05/01/2016 05/01/2017	05/01/2017	E.L. EACH ACCIDENT	8	1,000,000
	OFFICERNIÈMBER EXCLUDED? N	N/A		ALL STATES			E L DISEASE - EA EMPLOYEE	\$	1,000,000
. }	If you describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	8	1,000,000
A	Otilce Package			6018141932	05/01/2018	05/01/2017	Value bio		2,250,000
· ·	-						Papers		

DESCRIPTION OF OPERATORS / LOCATIONS / VENELES | Ansich ACORD 101, Additional Remarks Echanics, if more space is required.
Re: Manchester I-293 Exite 6 & 7 16089 (Part B), Intrest of the New Hampshire Department of Transportation is included as additional insured under the labove indicated polices only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

	CANCELLATION
CERTIFICATE HOLDER	1.4BL/711.81W/R

NHDOT-1

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

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

Child Arel

© 1988-2009 ACORD CORPORATION. All rights reserved.



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MEDIOPYYY)

07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION CHLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must 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). PROTEICE: elonal Ltd. Poole Profi FAX (A/C, Not: AC In Pro 107 Austribers Rd. #2, Ste. 305 Wastefield, MA 01880 Christopher A. Poole CUSTOMER DE VANAS-1 HISTORIAN APPORONO CONTRACT MAKE # Vanasso Hangen Brustlin,inc... NUMBER A: XL Specialty Insurance Company STRRE VHB Engineering, Surveying OCCUPANT D & Lendscape Arch. PC BOURSE C : Venesee Hangen Brustlin, LLC MOURER D : P. O. Box 9151 ROWER F : Watertown, MA 02474 REPORT P **REVISION NUMBER:** COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE DISURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE SEEN REDUCED BY PAID CLAIMS. APPRILATE POLICY FOR POLICY FXP 1 SHITTE KER WO POLICY NUMBER DENERAL LINES ITY EACH OCCURRENCE DAMAGE TO RENTED COMMERCIAL CENERAL LIABILITY PREMISES (En occurrence) CLAMES MADE OCCUR MED EXP (Any ere pers PERSONAL & ACM BULLERY CENERAL AGGREGATE . GENLAGGREGATE LIMIT APPLIES PER PRODUCTS - COMPIOP AGG 8 POUCY PRO COMBRIED SWIGLE LIMIT (En accident) AUTOMORES LANGUIT MIT AUTO BOOLY BLARY (Per person) ALL OWNED AUTOS BODELY BUURY (Per accident) SCHEDULED AUTOS PROPERTY DAMAGE (PER ACCIDISIT) HERED AUTOR HON-OWNED AUTOR \$ INCOME LA LIAN OCCUR EACH OCCUPRENCE PECPER LINE CLAMS MADE AGGREGATE OPDIACTORIA RETENTION 8 MORIGERS COMPE MATION ASSYTATIVE AND EXPLOYEDS LIVERLITY ANY PROPRETOR PURTHER SCIEDLING OFFICE RAKE MOSE PEXOLUDED? ELL CACH ACCIDENT E.L. DISEASE - EA EMPLOYES Pres, describe under DEBCRETTION OF DEFENTIONS below E.L. DISEASE - POLICY LIMIT ARCHUENG, FAO DPR1807174 07/19/2016 07/19/2017 Es. Claim 6,000,000 FULL PROOR ACTS 8,000,000 oct.PollutionLists Aggregate psecuriou or organicus/Locanous/vencies (mais acono se, administratoris behase, e mo if or professional liability coverage, the appropriate limit is the total insulance available for all covered claims presented within the policy period. The limit will be reduced by psymetris or indemnity and expense. \$76,000 deductible. Fir: Manchester 1-293 Exrits 6 & 7, 16099 (Part 6). 30 day notice of cancellation except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION
NHDOT-1

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

New Hampshire Department of Transportation John C. Morton Building 7 Hazan Drive, P.O. Box 483 Concord, NH 03301-0483

AUTHORIZED REPRESENTATIVE



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



WILLIAM CASS, P.B. ABSISTANT COMMISSIONER

Bureau of Highway Design August 25, 2015

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

#### REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Vanasse Hangen Brustlin, Inc., Vendor #174584, for a total amount not to exceed \$2,321,800.21, to perform the second phase of a tumpike transportation system upgrade along three (3) miles of the F.E. Everett Tumpike (I-293) through Exits 6 and 7 in the City of Manchester, effective upon Governor and Council approval, through May 31, 2017. 100% Tumpike Funds.

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

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

FY 2016 FY 2017

\$930,000.00 \$1,391,800.21

#### **EXPLANATION**

The Department requires professional engineering design and environmental consultant services to perform the second design phase (Part B) of a 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**

UP ID: PE

09/01/2015

LOW. THIS CERTIFICATE OF IN	BUR	ANC		EXTEND OR ALT	ER THE CO	WERAGE AFFORDED E	IY TH	POLICIES -
CORTANT: If the certificate holds terms and conditions of the police	r le a y, ces	n AD	CITIONAL INSURED, the policies may require an en					
	4.00	- High	·	CONTACT	<del></del>	<del></del>		
Professional Ltd.			H	PHONE	<del>-,</del>	FAX		<del></del>
udubon Rd, 82, 81s. 305 Neta 884 01886			Н	ACH BOT	· ·	Tiers, its;		
			Н	ADORFTS:	140 4			
			ľ	_	-			
n Vannue Henren Brusti	n In	٠.	<del></del>			20443		
	<b>_</b>					39454		
					HINDHIEL V	BOH PER IN		
	KB 2	m,	F		<del></del>	<del></del>		<del> </del>
					<del></del> -			<del> </del>
						<del></del>		<del> </del>
	7116	CAT				DEVISION MUNRER:		<u></u>
Cated. Notwithstanding any r Tificate may be issued or may	PÉT POU	REME TAIN, CIES.	EXT, TERM OR CONDITION OF THE INSURANCE AFFORDED LIMITS SHOWN MAY HAVE BE	P ANY CONTRACT D BY THE POLICIE EEN REDUCED BY	OR OTHER I B DESCRIBE PAID CLAMS.	d <b>ocument wi</b> th respe d Herein is subject to	CT TO	WHICH THIS
TYPE OF REURANCE		14.00 20.000	POLICY NUMBER	DESCRIPTION OF THE PROPERTY OF	DIE SONTY	ध्या	•	
EMERAL LIABRITY	Γ					EACH OCCURRENCE	\$	1,000,000
CONGRESCIAL GENERAL LIABILITY	X		5018141932	05/01/2016	05/01/2016	PREMISES (EN COLUMNICA)	8"	1,000,000
CLAMS-MADE X OCCUR	1		Į		·	MED EXP (Any are person)	•	10,000
Contract, Liab.	l	l	ì			PERSONAL & ADV BLARY		1,000,000
Blanket Walver	Ì	!		. i		GENERAL AGGREGATE	<b>\$_</b>	2,000,000
EN'L AGGREGATE LIMIT APPLES PER		ł				PRODUCTS - COMPTOP AGO	8	2,000,000
POLICY X TOC							8	
MIYAUTO	X		6016203378	05/01/2018	05/01/2010	(En estidad)	•	1,000,000
ALL OWNED AUTOS				ľ	05/01/2018		-	
=	1	1	6618203376	06/01/2018		PROPERTY DAMAGE	-	
<del>-</del>	]		1501673 - MARS ONLY	06/13/2015	06/12/2018	(PERALLERII)	8	-
1	ı			100.000			8	
UMBRILLA LIAB X OCCUP	1	<b>├</b> ─				FACK OCCUPATINGE	á,	10,000,000
4							4	10,000,000
<del> </del>	X	l	5018203362	05/01/2015	05/01/2016	,	•	
40.000		[		1			8	
ONCERS COMPENSATION						X XXXIATE OTH		<u></u>
			S017166236	05/01/2015	05/01/2018		,	1,000,000
POERREMENTA EXCLUDED? N	N/A		ALL STATES				•	1,000,000
and alternative confere							-	1,000,000
ice Package			6018141932	05/01/2015	05/01/2016			2,250,000
more of contentions / Lecandra / Vision inchestor 1-293 Exits 6 8, 7 160 ment of Transportation is inclindicated polices only subject the of cancellation except 10 mt of premium.	[ .			\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		Pepers		i
	CERCIPE Holder in Beu of such endo poer probasional Ltd. probasional Brustlin, Ltc. probasional Brustlin, Ltc. probasional Ltd. probasional Lt	CERTIFICATE AND COLOR TO SECURITY ANY AUTO ALL OWNED AUTOS COLOR TO SECURITY ANY AUTO COLOR AUTOS COLOR TO SECURITY AND AUTOS COLOR AUTOS COL	ETRICATE INCIDENT IN BRU OF SUCH ENDOSTERNANTE  DETRICATION  TO VERNESSE Hangen Brustlin, Inc.:  VHB Engineeering, Surveying & Landscape Arch_P.C.; Versisse Hangen Brustlin, LLC, VHB Eng., NC., PC P. O. Box 9151  Wetertown, MA 02471  ERAGES SISTO CERTIFY THAT THE POLICIES OF MISU ICATED. NOTWITHSTANDIO ANY REQUIREMENT ICATED. NOTWITHSTANDIO ANY REQUIREMENT ICHICATE MAY BE ISSUED OR MAY PERTAIN, LUSIONS AND CONDITIONS OF SUCH POLICIES  TYPE OF RESURANCE  TYPE OF RESURANCE  ICAMISMAC LIABLITY  COMMERCIAL CEMERAL LIABLITY  COMMERCIAL LIABLITY  ANY AUTO  ALL OWNED AUTOS  MONOWED AUTOS  WENT AND CONDITIONS  WONED AUTOS  WONED AUTOS  WONED AUTOS  CONDITION   CERTIFICATE NUMBERS Hangers Brustlin, Inc.:  VHB Engineeering, Surveying & Landscape Arch. P.C.; Veresse Hangers Brustlin, Inc.:  VHB Engineeering, Surveying & Landscape Arch. P.C.; Veresse Hangers Brustlin, ILC, VHB Eng., NC., PC P. O. Box 9181  Watertown, MA 02471  ERAGES  CERTIFICATE NUMBER:  IS TO CERTIFY THAT THE POLICIES OF BISURANCE LISTED BELOW HAVE CATED. MOTWITHSTANDIO ANY REQUIREMENT, TERM OR CONDITION OF ISSUED OR MAY PERTAIN, THE RESURANCE AFFORDER LUBIONS AND CONDITIONS OF BUCH POLICIES LIMITS BHOWN MAY HAVE BEISSUED OR MAY PERTAIN, THE RESURANCE AFFORDER LUBIONS AND OF RUBERNICE  EXTENDED AND OF REPRENCE  EVAL AGORDATE LIBIT APPLES FIRE  POLICY X PRO LOC  LITOMORER LIABILITY  ANY ALITO  ANY ALITO  ( ALL OWNED AUTOS  HISTORIAN AND CALOR  EXCESS LIAB  CHARS-MADE  ( SOURCELE AUTOS  HISTORIAN AND CALOR  EXCESS LIAB  CHARS-MADE  ( WINDERSTAND AUTOS  LIBITION S 10,000  ORIGINAL COMPONENTIONS OF SUCH NAME O	Contract International Link  Contract International Surveying & Contract  Contract International Link  Contract International Contractors of Successional Link  Contract International Link  Contract International Link  Contract Link  Con	Professional Liri.  School Rd. 82, Sts. 206  Redd, MA oriso  Topher A. Pools  ED Variesse Hangeri Brustlin, Inc.:  VHB Engliseearing, Burveying & Review B. Safety Insurance (Casumer P. VANAS-1  ENGREE B. Safety Insurance (Casumer B. Safety Insurance (Casumer B. VANAS-1)  Reviews B. Safety Insura	CONTROL LIST.  STORY OF SERVICE AND SERVIC	CENTRAL MOTIVETS AND CONTRACT OF SUCH POLICES OF SURFAMENT, TERN OR COMMITTION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL SURFAMENT AND CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL CUSTOM AND SURFAMENT OR SURFAMENT WITH SURFAMENT OR SURFAM	



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MINCONYYY) 09/01/2015

THE CERTIFICATE IS ISSUED AS A MATTER OF REPORTATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFRIKATIVELY OR NEGATIVELY ASSEND, EXTERD OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF DISURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING DISURERS), AUTHORIZED

	ITATIVE OR PRODUCER, A				_							
MPORTAN	IT: If the certificate holder and conditions of the policy	la a	n AD	DITIONAL INSURED, the	policy	(les) must b	e gadoreed.	W BUBROGATION IS W	AVE	), exhibited in		
	polytins in gen of ency suga The contraction of the best					Briefle V STE	MINNIK GA C	de centificate gode (soc.	ا	industrial contract		
PROGREES.				<del></del>	EWI	टा		<del></del>				
Poole Profess	Honel Ltd.	•			1			IAS Not				
197 Asiabben WaterCald, M/	Rd. #2, 6ts, 205 A 01280			,	A Port							
Christopher A					Pios	HER DE VAN	AR.1			<del></del>		
					CONT	HER DI KANA				NAIO II		
onusen l	Vangsee Hangen Brustil	n Ind		<del></del>	<del> </del>			TORRE CONTRACT		37885		
	VKB Engineering, Surve											
	& Landscane Arch, PC					DISCRET B:						
	Venezae Harrieri Brustiin, LLC				OMEGINER C:							
	P. O. Box 9151	•			MINUMER 0:							
1	Watertown, MA 02471				Macric			<del></del>		<del> </del>		
	<del> </del>				M P//N	RE:				<del></del> _		
COVERAGE	CEF	(TF)	CAT	ENUMBER:				REVISION NUMBER:				
OT ELEMENT	CERTIFY THAT THE POLICIES NOTWITHSTANDING ANY R		MSU	RANCE LISTED BELOW HA	WE BEE	EN ISSUED TO	OF CONTROL	ed Kamed Above Pok i Nociment with Respe	ME PUI	WHEN THE		
CERTIFICATI	R MAY RE ESSUED OR MAY	PER	TAIN	THE INSURANCE AFFORD	ED. 6Y	THE POLICE	B DEBCRUE	D HEREDIN 13 SUBJECT 14	OALL	THE TERMS		
EXCLUSIONS	AND CONDITIONS OF BUCH	POU	Œ	, LINCTS SHOWN MAY HAVE	BEEN	REDUCED BY	PAID CLANS	·				
3.R 1.R	TYPE OF HOLDANCE	ADD	SUB WAR	<b>BOTICA INTRIBIA</b>		THE WORLD	POLICY EXP	(LDMC)				
OCHERAL L	MEDITY	T						EACH OCCURRENCE	8			
	ERCHA CENERAL LIMITATY	1	1					DAMAGE TO RESILED PREMISES (CO COURTED)	8			
	LARCHANCE COCCUR	1	ı			i '	,	MED EXP (Any can person)	6			
- <del></del>		į .		•				PERSONAL & ACM BULLINY	8			
H-		1		ļ				CERETAL ACCREDATE				
	RECOUTE LIMIT APPLIES FISH:	Ι.	Į.	1				PRODUCTS - COMPIOP AGO				
FOUC		l							0			
AUTOMORE		$\vdash$	╁	<del>                                     </del>				COMBRED CHICAL LINET	•			
AST AL	סתע	1	1					(Ca coddorit)  BOOLY MAJRY (Per person)	•	<del></del> -		
ALO	MED AUTOS	ı	ļ .			ĺ		BOOKLY SUJURY (Per posident)	-			
acres	NACE ALTOS	1	1	'		)		PROPERTY DAMAGE	⊢—			
(GRED	AKITOS	1	ĺ			<u> </u>		(PER ACCIDENT)	•			
HONO	WRED AUTOR					<b>!</b>			8			
П	•	1	1	]			Ĺ		•			
CHRONE	RIALIAN OCCUR							EACH OCCUPATIONS	•			
EXC.10								ADDREGATE	•			
DEOUG	<del></del>	1 •	1	j								
	TION 0	I							8			
MONICOL C	COMPENSATION .	$t^-$	1	<del></del>				WC STATU- OTH				
AND ENFLO	PERFLIABLITY	ĺ	l	ł		[		EL, SACH ACCIDENT	•			
OFFICERALE	ETOMPASTHEREXECUTIVE 11 MINUTED TO THE TOTAL PROPERTY IN THE TOTAL	R/A	1	j .				EL DISEASE - EA EMPLOYES				
100	N OF OPERATIONS below	}	1	1		( )		EL DOEASE - POLICY LINEY	•			
ARCHEN	RL EAO	+	┪	DPR9724748	• • • •	07/19/2016	07/19/2018			6,000,00		
nelPolis	*			FULL PRIOR ACTS				Aggregate		5,000,00		
						I man mark to		404				
or protessio	and liability coverage, ti	19 81	7070	gate Chait is the total		, w <b></b>						
Philades at	zitable for all covered c	alin	20	Stended within the pol	EÝ							
75,000 dedu	orea tibe / Location / ever oral lish lity coverage, it subside for all covered or mit will be reduced by cribic. Ay: Manchester cancellation except 10	T-28	S EX	te 6 & 7, 16000   Part E	. 30	l						
		day	noti	ce for non-payment of								
ERTIFICATE	HOLDER				CAN	ELLATION			·-			
				NHDOT-4	ev-	HILD AND DE	DAN AROME O	ENCRESED POLICIES SE C	Meri	LED GEFOR*		
		:			THE	EXPERATION	DATE TH	EXECUT, NOTICE WILL	BE DE	LIVERED &		
•	aw Hampshire Cepartin	ent	•		ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.	•	•		
	f Transportation											
John O. Morton Building				AUTHORIZED REPRESENTATIVE								

7 Hazan Drive, P.O. Box 483 Concord, KH 03301-0483

© 1988-2009 ACORD CORPORATION. All rights reserved.

ı



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, ER. COMMISSIONER Bureau of Highway Dosign

JEFF DRILLHART, P.B. ASSISTANT COMMISSIONER

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

6+C #84 3/7/12

January 19, 2012

Requested Action

Authorize the Department of Transportation to enter into an Agreement with Vennese Hangen Brustlin, Inc., Bedford, NH, Vendor #174584, for a fee amount not to exceed \$283,591.00, to perform a system planning study to examine tumplike transportation system upgrades along three (3) miles of the P.B. Bverett Tumplike (1-293) through Bxils 6 and 7 to the City of Manchester, effective upon Governor and Council approval, through August 31, 2013. 100% Tumplike Funds.

Punding le available as follows:

04-96-96-961017-7507

Control NH Turnpike

400-500870

Highway Contract Payments-DOT

FY 2012

\$883,591,00

#### EXPLANATION

The Department requires professional engineering design, pinnning, and environmental consultant sorvices for a system pinnning study to examine templice transportation system apprades atong three (3) miles of the F.R. Byereit Tumpike (1-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Brit 5 (Granito Street), through and including Brit 6 (Goffstown Road/Antoskeag interchange) to approximately one (1) mile north of Brit 7 (NH Route 3A). The study report will perform a pinnning-level study of the transportation-system needs, potential improvement, and other samifications 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 resources the right to ofther negotiate a scorpe and fee for the preliminary and final design for the transportation system approach project with Vanasse Hangen Brustlin, Inc., or terminate the contract. This publication study (Manchester 16099).

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-Lt22, 21-Lt22-e and 21-Lt22-d, all applicable Pederal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Bavironment, 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, plaining, and associated environmental services for the Manchester 16099 Corridor Study (P.B.R.T. 1-293 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 tellars of interest, the Committee prepared a long and then short list of Consultants on October 15, 2010 for consideration and approval by the Assistant

Commissioner. Upon receipt of that approval, three shortlisted firms were notified on October 20, 2010 through a technical "Request For Proposals (RFP). Committee members individually rated the firms on December 16, 2010 using a written ballot to soure each firm on the basis of comprehension of the essignment, otarity 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 project manager and the team, previous performance, and overall suitability for the assignment. (The project manager and the team, previous performance, and overall suitability for the assignment. (The project individual rating ballots and the sasking ammany form, as well as comments on the proposals, care attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Commissioner for consideration and and the Committee's ranking was submitted to the Assistant Commissioner for consideration and and the Committee's ranking was submitted to the Assistant Commissioner for consideration and and the Committee's ranking was submitted to the Assistant Commissioner for consideration and and the Committee's 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 shortlisted firms shown in bold, is as follows:

••	•	ALLER PARTIES
Consultant Firm		Menoliostar, NH
The Louis Berger Group, Inc.		Manchester, NH
Of D. Consulting Ruginsors, Inc.		Bodford, NH
Res. Supflord & Thorndike, LLC	•	Concord, NH
AA-Pariand-Iolineon, Inc.		Boston, MA
Parsons Transportation Group inc.		Bedford, NH
Vonsero Hangon Brusilin, Inc.	•	· · · · · · · · · · · · · · · · · · ·

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

Vanasso Hangen Brustlin, Inc. has agreed to furnish the required services for a total 20 not to exceed \$883,591.00. This is a reasonable fee and is commensurate with the complexity of the project and the scope of originaring 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. Cuples of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agraement for consulting services as cutlined above.

Sincoroly,

Christopher D. Cloment, Sr.

Commissioner

CDC/v/h .

CDC/v/h .

CDC/v/h .