



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



22
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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.

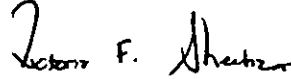
There were three earlier time extension amendments. The first time extension amendment extended the original completion date of May 31, 2017 to March 31, 2018, and was approved by Governor and Council on May 3, 2017 (Item #5B; copy of Resolution attached). The second time extension amendment extended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

By:

Title:

KAC/wjh

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

By: *[Signature]*

Dated: 10/27/19

CONSULTANT

By: *[Signature]*

Managing Director (Title)

Dated: 10/28/19

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *[Signature]*

Dated: November 4, 2019

THE STATE OF NEW HAMPSHIRE

By: *[Signature]*

Director of Project Development

FOR DOT COMMISSIONER

Dated: November 4, 2019

Attorney General

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

Dated: 12/12/2019

By: *[Signature]*
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

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

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

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 6, 2019, at which a quorum of the Board was present and voting.


VOTED:

That 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





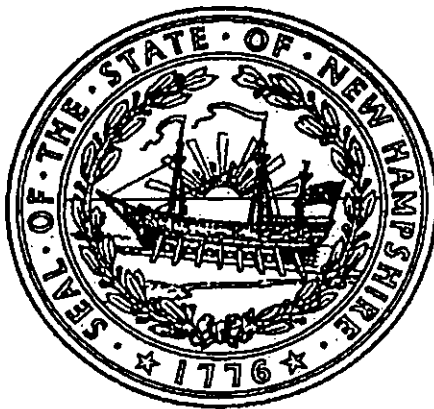
State of New Hampshire
Department of State

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.

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

William M. Gardner
Secretary of State



VANAS-1

OP ID: CI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2019

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

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

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

INSURED
 Vanasse Hangen Brustlin, Inc.
 VHB Eng. Surveying, Landscape
 Arch. & Geology P.C. / Vanasse
 Hangen Brustlin, LLC, VHB Eng.,
 P.C. VHB Metro DC, LLC
 P. O. Box 818
 Watertown, MA 02471


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	6018141932	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 V. Papers \$ 1,500,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> Contract Liab.			NO DEDUCTIBLE			BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> Blanket Waiver			XCU COVERAGE INCL			BODILY INJURY (Per accident) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	6018203376	05/01/2019	05/01/2020	Medical Expense \$ 5,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 1501873 MA						
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Safety NOH						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	X	X	6018203362 FOLLOWS FORM	05/01/2016	05/01/2020	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	6017185236	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Arch/Eng E & O <input checked="" type="checkbox"/> Incl Pollution Liab			DPR9945121 FULL PRIOR ACTS	07/19/2019	07/19/2020	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

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

CERTIFICATE HOLDER 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 
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NOTEPAD:

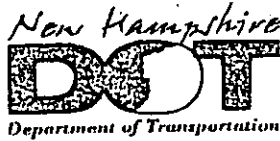
HOLDER CODE NHDOT-1
INSURED'S NAME Vanasse Hangen Brustlin, Inc.;

VANAS-1
OP ID: CL

PAGE 2
Date 07/02/2019

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

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



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #45
Date 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	<u>FY 2020</u>
Central NH Turnpike	
046-500463 Eng Consultants Non-Benefits	\$143,954.67

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

EXPLANATION

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

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

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

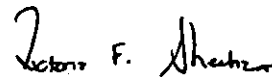
This amendment to the Agreement involves additional effort to complete the preliminary design through NEPA and the public hearing. The additional work includes Right-of-Way boundary survey, refinements of the proposed action, traffic analysis and simulation models, updates for cost estimates, modification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

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

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

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

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

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

June 3, 2019

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

Dear Mr. Kennedy:

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

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

Table with 2 columns: Original Completion Date, Amended to. Rows include dates: May 31, 2017; March 31, 2018; December 31, 2018; May 31, 2019; 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."

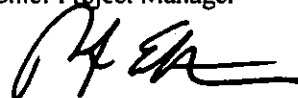
The above additional work revises the total amount payable under this Agreement, which increases by \$143,954.67, from \$2,321,800.21 to \$2,465,754.88 by this amendment.

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: Mark F. Kowalski

Title: SENIOR PRINCIPAL

KAC/wjh

AGREEMENT AMENDMENT

MANCHESTER 16099 (PART B)

VANASSE HANGEN BRUSTLIN, INC.

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

Consultant

WITNESS TO THE CONSULTANT

CONSULTANT

By: *Jane [Signature]*

By: *Mark F. Kaminski*

SENIOR 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: *Ellis C. Joubert*

By: *[Signature]*

Director of Project Development

re DOT COMMISSIONER

Dated: June 11, 2019

Dated: June 11, 2019

Attorney General

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

Dated: July 15, 2019

By: *Emily C. Garg*
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on JUL 31 2019 approved this amended AGREEMENT.

Dated: JUL 31 2019

Attest:

By: *[Signature]*
Secretary of State

DEPUTY SECRETARY OF STATE

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

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

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

I hereby certify the following is a true copy of Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on 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.

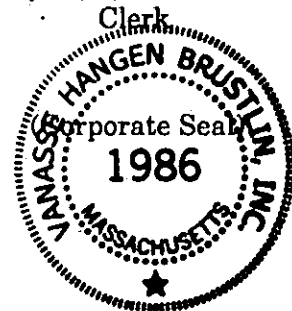
I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Martin F. Kennedy is Senior Principal for this Corporation

ATTEST:

Date: June 4, 2019



Clerk



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.

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

William M. Gardner
Secretary of State

NOTEPAD:HOLDER CODE NHDOT-1
INSURED'S NAME Vanasse Hangen Brustlin, Inc.;VANAS-1
OP ID: CLPAGE 2
Date 06/05/2019**Project: Manchester 16099 (PART B) I-293 Exits 6 & 7**

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



VANAS-1

OP ID: CL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2019

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

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

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

INSURED
 Vanasse Hangen Brustlin, Inc.;
 VHB Eng. Surveying & Landscape
 Arch. Ecology & Planning
 Hangen Brustlin, LLC VHB Eng.
 P.C. P.O. Box 11800
 N. G. East St.
 Washington, MA 02471

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

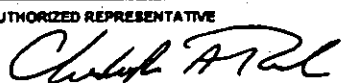
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	6018141932	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 V. Papers \$ 1,500,000
A	<input checked="" type="checkbox"/> Contract Liab. <input checked="" type="checkbox"/> Blanket Waiver			NO DEDUCTIBLE XCU COVERAGE INCL			
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:							
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 1501873 MA <input checked="" type="checkbox"/> Safety NOH	X	X	6018203376	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6018203362 FOLLOWS FORM	05/01/2016	05/01/2020	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N	N/A	6017185236	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Arch/Eng E & O <input checked="" type="checkbox"/> Incl Pollution/Liab			DPR9945121 FULL PRIOR ACTS	07/19/2019	07/19/2020	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

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

CERTIFICATE HOLDER

CANCELLATION

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

ACORD 25 (2016/03)

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NOTEPAD:HOLDER CODE NHDOT-1
INSURED'S NAME Vanasse Hangen Brustlin, Inc.;VANAS-1
OP ID: CLPAGE 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.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

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

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
November 8, 2018

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

REQUESTED ACTION

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

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

EXPLANATION

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

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

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

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

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

MANCHESTER
16099 (PART B)
I-293 Exits 6 & 7
Time Extension Amendment
(Agreement Dated September 1, 2015,
Contract No. S000585)

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

November 2, 2018

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

Dear Mr. Kennedy:

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

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

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

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

Sincerely,

Keith A. 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: Martin F. Kennedy

Title: SENIOR PRINCIPAL

KAC/wjh

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: *[Signature]*

By: *Mark F. Kamach*

Senior Principal (Title)

Dated: 11/5/18

Dated: 11/5/18

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: *Michelle Cronin*

By: *[Signature]*

Director of Project Development

for DOT COMMISSIONER

Dated: 11/8/18

Dated: 11/8/18

Attorney General

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

Dated: 11/30/18

By: *Alvin B. Greenstein*

Assistant Attorney General

Secretary of State

DEC 19 2018

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

Dated: DEC 19 2018

Attest:

By: *[Signature]*

Secretary of State
DEPUTY SECRETARY OF STATE

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

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

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

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

VOTED:

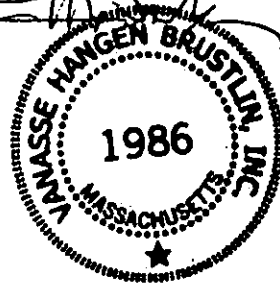
That Martin F. Kennedy is Senior Principal for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional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

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

Date:

NOV 5, 2018

ATTEST:



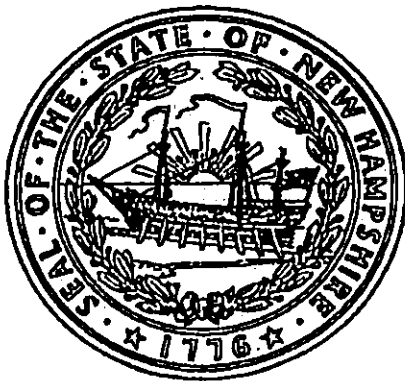
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 104275

Certificate Number : 0004071454



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State



VANAS-1

QP ID: CI

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
781-245-5400
Poole Professional Ltd.
107 Audubon Rd. #2, Ste. 305
Wakefield, MA 01880
Christopher A. Poole

CONTACT Christopher A. Poole
PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463
EMAIL ADDRESS:

INSURED Vanasse Hangen Brustlin, Inc.;
VHB Eng. Surveying, Landscape
Arch. & Geology P.C., Vanasse
Hangen Brustlin, LLC, VHB Eng.,
NC, PC, VHB DC, LLC
P. O. Box 9161
Watertown, MA 02471

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company	20508
INSURER B: Safety Insurance Company	39484
INSURER C: Continental Casualty Company	20443
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSURER	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liab. <input checked="" type="checkbox"/> Blanket Waiver GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6018141932 NO DEDUCTIBLE XCUI COVERGAE INCL	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY 1501873 MA Safety NOH	Y	Y	6018203376	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6018203362	05/01/2018	05/01/2019	X PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE EMPLOYEE EXCLUDED? (mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6017185236 ALL STATES LONGSHOREWARD	05/01/2018	05/01/2019	Valuable Papers \$ 2,250,000
A	Office Package \$1,000 Deductible			6018141932	05/01/2018	05/01/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT(S): Manchester, 16099 (Part B), Jaffrey, 16037, Statewide on-call Highway Design Services, 41329, Newington-Dover, 11238S (Part B), Statewide on-call Water Quality Services, 41454, Statewide on-call Bridge Design Services, 41341 and Statewide on-call Air Quality and Noise Services
See Attachment

CERTIFICATE HOLDER
NHDOT-1
New Hampshire Department of Transportation
John O. Morton Building
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Christopher A. Poole

NOTEPAD:HOLDER CODE **NHDOT-1**
INSURED'S NAME **Vanasse Hangen Brustlin, Inc.;****VANAS-1**
OP ID: **CL**PAGE 2
Date **07/11/2018**

RE: PROJECT(S): Manchester, 16099 (Part B), Jaffrey, 16037, Statewide on-call Highway Design Services, 41329, Newington-Dover, 112388 (Part B), Statewide on-call Water Quality Services, 41454, Statewide on-call Bridge Design Services, 41341 and Statewide on-call Air Quality and Noise Services

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



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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



William Cass, P.E.
Assistant Commissioner

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

Bureau of Highway Design
December 27, 2017

REQUESTED ACTION

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

Authorize the Department of Transportation to amend Contract #5000585, with Vanasse Hangen Brustlin, Inc., Vendor #174584, to perform the second phase of a turnpike transportation system upgrade along three (3) miles of the F.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 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 \$1,150,000 remaining (100% Turnpike Funds). On May 3, 2017 the Governor and Council approved extending the original completion date of May 31, 2017 to March 31, 2018 (Item #5B).

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

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

Sincerely,

 for

Victoria F. Sheehan
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F.
SHEEHAN
MANCHESTER
I-293 EXITS 6 & 7
16099 (PART B)

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

December 26, 2017

Mr. Martin F. Kennedy, P.E.
Project Manager
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. Stannas, P.E.
Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: Martin F. Kennedy

Title: Senior Principal

s:\highway-design\towns\manchester\16099\agreement\part b prelim design\letters\whb 12-26-17 tel.docx

AGREEMENT AMENDMENT

MANCHESTER 16009 (PART B)

VANASSE HANGEN BRUSTLIN, INC.

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

Consultant

WITNESS TO THE CONSULTANT

CONSULTANT

By: *Luiz Swaine*

By: *Mark F. Kamaly*

Dated: *1/20/18*

Senior Principal (Title)

Dated: *1/30/18*

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: *Michelle Dutton*

By: *[Signature]*

Director of Project Development

for DOT COMMISSIONER

Dated: *2/7/18*

Dated: *2/1/18*

Attorney General

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

Dated: *2/13/18*

By: *Allie B. Greenstein*
Assistant Attorney General

Secretary of State

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

Dated: **MAR 07 2018**

Attest: *[Signature]*
By: **DEPUTY SECRETARY OF STATE**

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

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

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

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

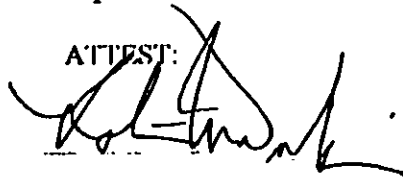
VOTED:

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

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

Date: JAN 30, 2018

ATTEST:

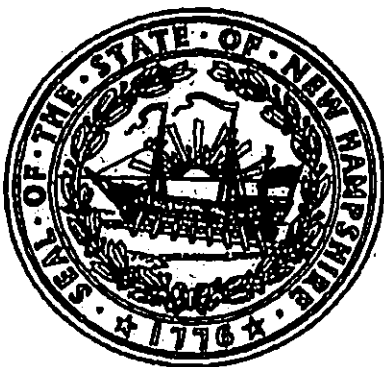


State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 104275



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

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: D8

DATE (MM/DD/YYYY)
08/19/2017

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

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


PRODUCER Poole Professional Ltd. 107 Audubon Rd., Ste. 308 Watford, MA 01880 Christopher A. Poole	CONTACT NAME: PRODUCER: _____ FAX: _____ SALES: _____ ADDRESS: PRODUCER: _____ CUSTOMER ID #: VANAS-1														
	INSURED Vanasse Hangen Brustlin, Inc.: VHB Engineering, Surveying & Landscape Arch., P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., NC., PC P. O. Box 8161 Watertown, MA 02471	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: Safety Insurance Company</td> <td>39454</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Safety Insurance Company	39454	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B: Safety Insurance Company	39454														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

FORM	TYPE OF INSURANCE	COOL	SUBS	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6018141932	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract. Ltd. <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X					NO DEDUCTIBLE OCU COVERAGE INCL.
A	AUTOMOBILE LIABILITY		X	6018203376 - NO DED.	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (E.A. accident) \$ 1,000,000
A	ANY AUTO			1601873 MASS AUTO NO DED	06/13/2017	06/13/2018	BODILY INJURY (Per person) \$
B	SCHEDULED AUTOS						MA AUTO INCLDS. MOSH
B	HIRED AUTOS						Medical Exp. \$ 5,000
B	NON-OWNED AUTOS						
A	UMBRELLA LMB		X	6018203382 FOLLOW FORM	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 11,000,000
	EXCESS LMB		X				DEDUCTIBLE \$ 10,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			6017185238	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> POLY/CIV. / RTA- E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Office Package			6018141932	06/01/2017	06/01/2018	Valuable Papers \$ 2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Operator Schedule, if more space is required)
 Re: Manchester I-293 Exit 6 & 7 16098 (Part B) Intrust of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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VANAS-1

OP ID: CI

CERTIFICATE OF LIABILITY INSURANCE

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

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

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


PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Sta. 306 Wakefield, MA 01880 781-245-5400	CONTACT Christopher A. Poole NAME: PHONE: 781-245-5400 (AC, HA, ENG): FAX: 781-245-5463 (AC, No): ADDRESS:
	INSURER(S) AFFORDING COVERAGE NUMBER A: XL Specialty Insurance Company NUMBER B: NUMBER C: NUMBER D: NUMBER E: NUMBER F:
INSURED Vanasse Hangen Brustlin, Inc. VHB Eng. Surveying & Landscape Arch. P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., NC PC P. O. Box 9151 Watertown, MA 02471	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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USER LTR	TYPE OF INSURANCE	ADOL. PLSD.	BUOR. TOOL	POLICY NUMBER	POLICY EXT. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE (MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Incl. Prof. Liab.			DPR916924 FULL PRIOR ACTS	07/18/2017	07/18/2018	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 16099 Part B1. MANCHESTER
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.
 Deductible Amount: \$75,000

CERTIFICATE HOLDER NHDOT-1 New Hampshire Department of Transportation John O. Morton Building 1 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



l.a.m.
5B

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
March 13, 2017

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

REQUESTED ACTION

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

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

EXPLANATION

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

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

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

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

Sincerely,

Victoria F. Sheehan
Commissioner



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

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

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

March 7, 2017

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

Dear Mr. Kennedy:

This letter amends Article 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
By this letter, amended to	March 31, 2018

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

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

Sincerely,

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

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

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By:

Title: SR. V.P.

s:\highway-design\towns\manchester\16099\part b prelim design\letter\rvhb 03-07-17 tcl.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: *[Signature]*

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

Dated: 3/14/17

Dated: 3/10/17

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: *[Signature]*

By: *[Signature]*
Director of Project Development

for DOT COMMISSIONER

Dated: 3/29/17

Dated: 3/29/17

Attorney General

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

Dated: 4/17/17

By: *[Signature]*
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

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

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

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

VOTED:

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

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

ATTEST:

Date: March 10, 2017


Clerk

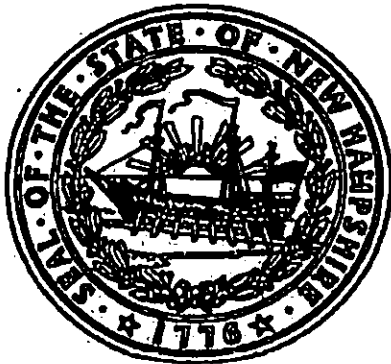
(Corporate Seal)

**State of New Hampshire
Department of State**

CERTIFICATE

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

Business ID: 104275



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

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)
04/11/2016

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

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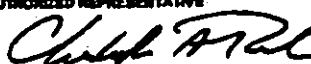
PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME: _____ (AC, Ins. Rep.)	FAX (AC, No): _____
	ACCOUNT PRODUCER CUSTOMER I.D.#: VANAS-1	
INSURED Vanasse Hangen Brustlin, Inc.: VHB Engineering, Surveying & Landscape Arch., P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., NC, PC P. O. Box 9151 Woburn, MA 02471	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	
	INSURER B: Safety Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

GRM LTR	TYPE OF INSURANCE	ADDITIONAL END. RW/D	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	6018141932	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Lmb. <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A A B B	AUTOMOBILE LIABILITY	X	6016203376	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (EA OCCIDENT) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos					PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	1501873 - MASS - RENEWAL 1501873 - MASS ONLY MA AUTO INCLDS. NOBH					
A	UMBRELLA LIAB	X	6018203362	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ 10,000 <input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N	6017165236	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ALL STATES					
A	Office Package		6018141932	05/01/2016	05/01/2017	Valuable Papers 2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 991, Additional Remarks Schedule, if more space is required)
 Re: Manchester I-293 Exits 6 & 7 16089 (Part B) Intrust of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)

07/13/2016

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PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 303 Wakefield, MA 01850 Christopher A. Poole	CONTACT NAME: PHONE: (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID: VANAS-1
	INSURER(S) AFFORDING COVERAGE
INSURED Vanessa Hangan Brustlin, Inc.. VHB Engineering, Surveying & Landscape Arch. PC Vanessa Hangan Brustlin, LLC P. O. Box 9161 Watertown, MA 02471	INSURER A: XL Specialty Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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ITEM LTR	TYPE OF INSURANCE	AGGREGATE PER YEAR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Secondary to MW) DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ARCH/ENG. E&O Incl. Pollution/Liab		DPR8807174 FULL PRIOR ACTS	07/19/2016	07/19/2017	Ea. Claims \$,000,000 Aggregate \$,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expenses. \$75,000 deductible. Re: Massachusetts 1-293 Expts 6 & 7, 16099 (Part B), 30 day notice of cancellation except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER NHDOT-1 New Hampshire Department of Transportation John C. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



29
Secord

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
August 25, 2015

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

REQUESTED ACTION

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

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

	<u>FY 2016</u>	<u>FY 2017</u>
04-96-96-961017-7507 Central NH Turnpike 046-500463 Eng Consultants Non-Benefit	\$930,000.00	\$1,391,800.21

EXPLANATION

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

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

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

Vanasse Hangen Brustlin, Inc. has agreed to furnish the required services for a total fee not to exceed \$2,321,800.21. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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

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

Sincerely,


William Cass, P.E.
Assistant Commissioner



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)
09/01/2018

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

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

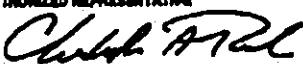
PRODUCER Poole Professional Ltd. 107 Assabetz Rd. #2, Ste. 305 Watfield, MA 01880 Christopher A. Poole	CONTACT NAME _____ PHONE (____) ____-____ FAX (____) ____-____ EMAIL _____ ADDRESS _____ PRODUCER LICENSE #	CONTACT NAME _____ PHONE (____) ____-____ FAX (____) ____-____ EMAIL _____ ADDRESS _____ PRODUCER LICENSE #
	INSURED Vanesse Hengen Brustlin, Inc. VHB Engineering, Surveying & Landscape Arch. PC Vanesse Hengen Brustlin, LLC P. O. Box 9181 Watertown, MA 02471	
INSURER A: XL Specialty Insurance Company		NAIC # 37885
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

FORM NO.	TYPE OF INSURANCE	AND/OTHER (EVEN) (EVEN)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTL FR EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	ARCH/ENGR/ EMO incl Professional liability		DPR3724748 FULL PROOR ACTS	07/19/2018	07/19/2018	Ea. Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 991, Additional Insured Schedule, if more space is required)
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expenses. \$75,000 deductible. Rr: Manchester 1-283 Expts 6 & 7, 16099 (Part 6). 30 day notice of cancellation except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER New Hampshire Department of Transportation John O. Morton Building 7 Hazen Drive, P.O. Box 483 Concord, NH 03301-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Bureau of Highway Design

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF DRILLHART, P.E.
ASSISTANT COMMISSIONER

January 19, 2012

G+C
#84
3/7/12

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

Requested Action

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

Funding is available as follows:

04-96-96-961017-7507

Central NH Turnpike

400-500870

Highway Contract Payments-DOT

FY 2012

\$883,591.00

EXPLANATION

The Department requires professional engineering design, planning, and environmental consultant services for a system planning study to examine turnpike transportation system upgrades along three (3) miles of the P.E. Everett Turnpike (I-293) in the City of Manchester beginning at the overpass of Bridge Street, north of Exit 5 (Granite Street), through and including Exit 6 (Cofftown Road/Amoskeag Interchange) to approximately one (1) mile north of Exit 7 (NH Route 3A). The study report will perform a planning-level study of the transportation-system needs, potential improvement, and other ramifications specific to the project area and the interdependent operation of the interchanges. The goal is to establish practicable alternatives for further development of preliminary-engineering plans and formal environmental documentation. The study will also involve traffic analysis, evaluation of environmental resources and impacts at a macro level, and a substantial public-participation program. The Department reserves the right to either negotiate a scope and fee for the preliminary and final design for the transportation system upgrade project with Vanasse Hangen Brustlin, Inc., or terminate the contract. This project is currently included in the State's Ten-Year Transportation Improvement Plan for planning and engineering study (Manchester 16099).

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSA's 21-1:22, 21-1:22-a and 21-1:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

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

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

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

Consultant Firm

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

Office Location

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

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

Vanasse Hangen Brustlin, Inc. has agreed to furnish the required services for a total fee not to exceed \$883,591.00. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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

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

Sincerely,



Christopher D. Clement, Sr.
Commissioner