



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



J.A.M.  
5A

VICTORIA F. SHEEHAN  
COMMISSIONER

WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

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

Bureau of Bridge Design  
September 11, 2017

**REQUESTED ACTION**

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

Authorize the Department of Transportation to amend an agreement with Vanasse Hangen Brustlin, Inc., Vendor #174584, to study and prepare preliminary engineering plans for the rehabilitation or replacement of the General Sullivan Bridge carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington, by extending the completion date from December 31, 2017 to December 31, 2018, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on August 26, 2015, Item #30. Time extension only, no new funding.

**EXPLANATION**

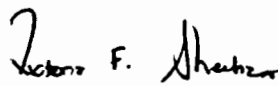
The purpose of this engineering and environmental consultant services Agreement is to study and prepare preliminary engineering plans for the rehabilitation or replacement of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. This 1930's 9-span structure (6 steel deck truss approach spans and a 3-span steel through-truss deck arch) has a total length of 1,585 feet. It has been on the Red List since 1990 and is currently limited to only pedestrian and bicycle traffic, with Span 7 having a load limit capacity of only 12 persons. This project's engineering phase is currently included in the State's Ten-Year Transportation Improvement Plan (Newington-Dover 11238S).

This amendment to the Agreement is to extend the contract's previously-amended completion date to allow the consultant sufficient time to reassess the environmental commitments under Section 106, collaborate with project stakeholders, seek adjustments to Section 4(f), and complete the preliminary design phase of this project. Of the original \$291,531.41 amount for this contract, there is a balance of approximately \$107,000 remaining (100% Turnpike Funds). The previous time extension amendment extended the original completion date of December 31, 2016 to December 31, 2017, and was approved by Governor and Council on December 21, 2016, Item #5H.

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

NEWINGTON-DOVER  
GENERAL SULLIVAN BRIDGE  
11238-S (PART B)

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

September 11, 2017

Mr. Steven M. Hodgdon, P.E.  
Project Manager  
Vanasse Hangen Brustlin, Inc.  
2 Bedford Farms Drive, Suite 200  
Bedford, NH 03110-6532

Dear Mr. Hodgdon:

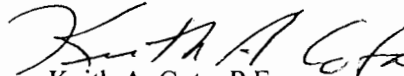
This letter amends Article I, Section G (Date of Completion) for the above-noted Agreement. The original and amended dates are as follows:


Original Completion Date	December 31, 2016
Amended to	December 31, 2017
By this letter, amended to	December 31, 2018

This no-additional-cost change order for the extension is as requested by your letter dated August 25, 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: C.O.G.

KAC/wjh  
attachments  
s:\highway-design\towns\newington\11238-s\part b agreement\letters\vhb 09-11-17 tel.doc

**AGREEMENT AMENDMENT**

**NEWINGTON-DOVER, 11238-S (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]*  
C.O.O. (Title)

Dated: 9/13/17

Dated: 9/13/17

**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: 9/21/17

Dated: 9/21/17

**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: 9/28/17

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**

**Newington-Dover  
General Sullivan Bridge  
11238-S (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:**

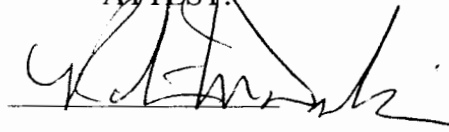
*That William Ashworth is Chief Operating Officer for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional 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 Chief Operating Officer for this Corporation

ATTEST.

Date:

9/13/2017



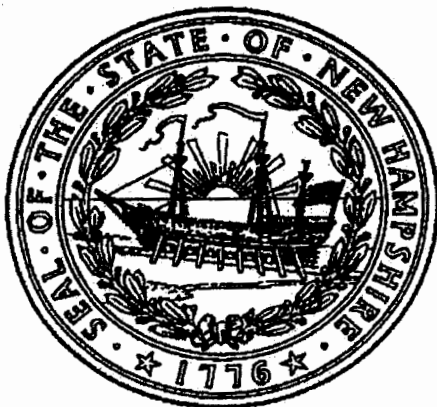
# State of New Hampshire

## 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: DB

DATE (MM/DD/YYYY)  
06/19/2017

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

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

<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #:</b> VANAS-1	
<b>INSURED</b> Vanasse Hangen Brustlin, Inc.: VHB Engineering, Surveying & Landscape Arch., P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., NC., PC P. O. Box 9151 Watertown, MA 02471	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Continental Casualty Company	20443
	<b>INSURER B:</b> Safety Insurance Company	39454
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	


**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract. Liab. <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		6018141932	05/01/2017	05/01/2018	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
	NO DEDUCTIBLE XCU COVERAGE INCL						
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		6018203376 - NO DED.	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
				1501873 MASS AUTO NO DED	06/13/2017	06/13/2018	PROPERTY DAMAGE (PER ACCIDENT) \$ Medical Exp. \$ 5,000
	MA AUTO INCLDS. NO&H						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		6018203362 FOLLOW FORM	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6017185236	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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	Office Package \$1,000 Deductible			6018141932	05/01/2017	05/01/2018	Valuable Papers \$ 2,250,000

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

Re: Newington-Dover, General Sullivan Bridge 11238-S (Part B). Interest of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

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

© 1988-2009 ACORD CORPORATION. All rights reserved.



# 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).

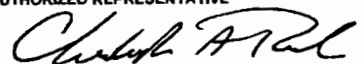
<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880	781-245-5400	<b>CONTACT NAME:</b> Christopher A. Poole <b>PHONE (A/C, No, Ext):</b> 781-245-5400 <b>FAX (A/C, No):</b> 781-245-5463 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Vanasse 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	INSURER A :	<b>XL Specialty Insurance Company</b> NAIC # <b>37885</b>
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>Engrs. Prof. Liab.</b> <b>Incl. Poll. Liab.</b>			<b>DPR9915924</b> <b>FULL PRIOR ACTS</b>	07/19/2017	07/19/2018	Per Claim <b>5,000,000</b> Aggregate <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)  
**RE: Newington-Dover, 11238S Part B**  
 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

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



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



5H

**VICTORIA F. SHEEHAN  
COMMISSIONER**

**WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER**

Bureau of Bridge Design  
November 15, 2016

Her Excellency, Governor Margaret Wood Hassan  
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 an agreement with Vanasse Hangen Brustlin, Inc., Vendor #174584, to study and prepare preliminary engineering plans for the rehabilitation or replacement of the General Sullivan Bridge carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington, by extending the completion date from December 31, 2016 to December 31, 2017, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on August 26, 2015, Item #30. Time extension only, no new funding.

**EXPLANATION**

The purpose of this engineering and environmental consultant services Agreement is to study and prepare preliminary engineering plans for the rehabilitation or replacement of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. This 1930's 9-span structure (6 steel deck truss approach spans and a 3-span steel through-truss deck arch) has a total length of 1,585 feet. It has been on the Red List since 1990 and is currently limited to only pedestrian and bicycle traffic, with Span 7 having a load limit capacity of only 12 persons. This project's engineering phase is currently included in the State's Ten-Year Transportation Improvement Plan (Newington-Dover 11238S).

This amendment to the Agreement is to extend the contract's original completion date to allow the consultant sufficient time to collaborate with project stakeholders and accommodate potential National Historic Preservation Act Section 106 efforts in order to complete the preliminary design phase of this project. Of the original \$291,531.41 amount for this contract, there is a balance of approximately \$139,500 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**



30

**WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER**

**Bureau of Bridge Design  
July 14, 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 \$291,531.41, to study and prepare preliminary engineering plans for the rehabilitation or replacement of the General Sullivan Bridge carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington, effective upon Governor and Council approval, through December 31, 2016. 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>
04-96-96-961017-7514		
Spaulding Turnpike Expansion		
046-500463 Eng Consultants Non-Benefits	\$200,000.00	\$91,531.41

**EXPLANATION**

The Department requires professional engineering services to study and prepare preliminary engineering plans for the rehabilitation or replacement of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. This 1930's 9-span structure (6 steel deck truss approach spans and a 3-span steel through-truss deck arch) has a total length of 1,585 feet. It has been on the Red List since 1990 and is currently limited to only pedestrian and bicycle traffic, with Span 7 having a load limit capacity of only 12 persons. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Newington - Dover 11238S).

On November 20, 2013, the Governor and Council authorized the Part A Agreement (Item #122 copy attached) for the In-depth Structural Inspection and Bridge Load Rating of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington. 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 (inspection and rating) services for this project, the Department proposes to continue with this firm to perform the Part B (preliminary design) effort. 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.


The Part B preliminary design services include developing cost analyses for both capital costs and long-term maintenance costs for the proposed bridge rehabilitation option and a possible bridge replacement option that maintain the current pedestrian/recreational crossing; completing all environmental efforts for documentation needed to comply with the National Environmental Policy Act (NEPA), including Cultural Resource investigations in accordance with Section 106 of the National Historic Preservation Act, and the identification of any permitting requirements; providing paint analysis of existing bridge supports; and assisting the Department with the public involvement process.

Vanasse Hangen Brustlin, Inc. has agreed to furnish the required services for a total fee not to exceed \$291,531.41. 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

**TABLE OF CONTENTS**

**PREAMBLE**

**ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED..... 2**

- A. LOCATION AND DESCRIPTION OF PROJECT ..... 2
- B. SCOPE OF WORK (GENERAL)..... 2
- C. SCOPE OF WORK (PRELIMINARY ENGINEERING) ..... 3
- D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION ..... 4
- E. WORK SCHEDULE AND PROGRESS REPORTS ..... 6
- F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS ..... 6
- G. DATE OF COMPLETION ..... 7

**ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT ..... 8**

- A. GENERAL FEE ..... 8
- B. SUMMARY OF FEES..... 10
- C. LIMITATION OF COSTS..... 10
- D. PAYMENTS ..... 10

**ARTICLE III - GENERAL PROVISIONS..... 12**

- A. HEARINGS, ETC. .... 12
- B. CONTRACT PROPOSALS..... 12

**ARTICLE IV - STANDARD PROVISIONS ..... 13**

- A. STANDARD SPECIFICATIONS ..... 13
- B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION -  
    CONFERENCES - INSPECTIONS ..... 13
- C. EXTENT OF CONTRACT..... 13
  - 1. Contingent Nature of Agreement ..... 13
  - 2. Termination ..... 13
- D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS ..... 14
- E. ADDITIONAL SERVICES ..... 15
- F. OWNERSHIP OF PLANS..... 15
- G. SUBLETTING ..... 15
- H. GENERAL COMPLIANCE WITH LAWS, ETC..... 16
- I. BROKERAGE ..... 16
- J. CONTRACTUAL RELATIONS ..... 16
  - 1. Independent Contractor ..... 16
  - 2. Claims and Indemnification ..... 16
  - 3. Insurance ..... 17
  - 4. No Third-Party Rights ..... 18
  - 5. Construction of Agreement ..... 18
- K. AGREEMENT MODIFICATION ..... 18
- L. EXTENSION OF COMPLETION DATE(S)..... 18
- M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)  
    COMPLIANCE ..... 18
- N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT  
    REQUIREMENTS ..... 20
  - 1. Policy..... 20
  - 2. Disadvantaged Business Enterprise (DBE) Obligation..... 20
  - 3. Sanctions for Non-Compliance. .... 20
- O. DOCUMENTATION..... 21
- P. CLEAN AIR AND WATER ACTS..... 21

**ATTACHMENTS**

- A. **SCOPE OF WORK FOR PART B TS&L STUDY AND PRELIMINARY DESIGN**  
Prepared by Vanasse Hangen Brustlin, Inc. dated March 27, 2015
1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
  2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
  3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
  4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
  5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
  6. CERTIFICATION OF GOOD STANDING
  7. CERTIFICATION OF INSURANCE
  8. CERTIFICATION OF AUTHORITY / VOTE
  9. SIGNATURE PAGE

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

**PREAMBLE**

THIS AGREEMENT made this 15 day of July in the year 2015 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Vanasse Hangen Brustlin, Inc., with principal place of business at 2 Bedford Farms Drive, Suite 200, in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to rehabilitate the Red Listed General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington, NH. This 1930's 9-span structure (8 steel deck truss approach spans and 1 steel through-truss main-span) has a total length of 1,528 feet, and has been on the Red List since 1990.

The DEPARTMENT requires professional consulting engineering services for the development of alternatives in a TS&L Study and Preliminary Design. These services are outlined in the CONSULTANT'S Scope of Work dated March 27, 2015 (Attachment A) and Fee Proposal dated July 2, 2015, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

**ARTICLE I**

**ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

**A. LOCATION AND DESCRIPTION OF PROJECT**

This project involves the rehabilitation of the General Sullivan Bridge (Br. No. 200/023) carrying pedestrian and recreational traffic over Little Bay between the City of Dover and the Town of Newington, NH. This 1930's 9-span structure (8 steel deck truss approach spans and 1 steel through-truss main-span) has a total length of 1,528 feet, and has been on the DEPARTMENT'S Red List of structurally deficient bridges since 1990. This project is in the STATE'S Turnpike Capital Program and is currently scheduled to advertise in July 2018.

**B. SCOPE OF WORK (GENERAL)**

The purpose of this project is: 1) Part "A" - complete an in-depth bridge inspection and rating of the structure in its existing condition; 2) Part "B" - study and prepare preliminary engineering plans; and; 3) Part "C" - prepare final plans, specifications, and estimates for the bridge rehabilitation. Part "A" has been completed. This contract is for Part "B" services.

Assuming funding availability, the DEPARTMENT reserves the right to either negotiate a scope and fee for Part "C", or terminate the contract.

The structure is anticipated to accommodate multi-use/recreational traffic with a maximum deck width of 21 feet.

The following general tasks for the General Sullivan Bridge are included in Part "B":

- Develop cost analyses for both capital costs and life-cycle costs for the proposed bridge rehabilitation option and a possible bridge replacement option that maintains the current pedestrian/recreational crossing.
- Historic Section 106 consultation support.
- Assist Department in public involvement process.
- Develop a Traffic Control Plan for the recreational users of the bridge and waterway during construction activities.
- Complete all environmental efforts as described in Attachment A for documentation needed to comply with the National Environmental Policy Act (NEPA) and the identification of any permitting requirements.

**ARTICLE I**

- Support such efforts as required for coordination between the DEPARTMENT and the City of Newington and the Town of Dover, NH, including preparation of illustrative plans and exhibits for any meetings as noted in Attachment A.

The following general tasks are anticipated to be included in Part “C”:

- Develop plans, specifications, and estimates, based on testing of pier and abutment concrete, for rehabilitation of the bridge, abutments, and piers, as necessary, to maintain the current pedestrian/recreational crossing.
- Develop plans, specifications, and estimates, based on the inspection results of the existing bridge for rehabilitation of the steel superstructure, as necessary, to maintain the current pedestrian/recreational crossing.
- Finalize a Traffic Control Plan that is acceptable and economical.

**C. SCOPE OF WORK (PRELIMINARY ENGINEERING)**

The CONSULTANT shall be responsible for developing engineered alternatives through a process of design and review involving the DEPARTMENT, STATE and Federal environmental resource agencies, regional planning commissions, the local community, and the public. The work requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

1. Engineering Criteria

The CONSULTANT shall follow appropriate engineering criteria based on the latest AASHTO Policy on Geometric Design of Highways and Streets, AASHTO LRFD Bridge Design Specifications, NHDOT Highway Design Manual, and NHDOT Bridge Design Manual, as amended. Engineering shall take into account: design loads; maintenance considerations; constructability; cost; right-of-way needs and impacts to private property; and environmental constraints and the need to avoid or minimize impacts to environmental and cultural resources.

2. Design Site Review

On-site field reconnaissance of existing conditions within the study area shall be performed by the CONSULTANT to supplement available data, and to become familiar with the General Sullivan Bridge and the associated adjoining multi-use trail network anticipated to be affected. These field investigations shall be used to evaluate the feasibility of proposed improvements.

**ARTICLE I**

3. **Public Participation**

During these efforts, the CONSULTANT shall be available to supplement and assist the DEPARTMENT during the public participation process, in accordance with the DEPARTMENT'S Public Involvement Process for New Hampshire Transportation Improvement Projects. The CONSULTANT shall prepare presentation graphics, handouts, and support displays, and shall be available to make presentations.

4. **Specific Scope of Work**

The specific scope of work for this AGREEMENT shall be as described in Attachment A, Scope of Work for Part B TS&L Study and Preliminary Design, dated March 27, 2015, prepared by the CONSULTANT and accepted by the DEPARTMENT.

**D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. **Electronic files** in English Units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:
  - a. All existing survey and baseline data on disk or tape, field notes, and note reductions in the format outlined in the current DEPARTMENT CAD/D Procedures and Requirements. An electronic ground model shall be provided, if available, along with all existing information that can be used to create a model (ASCII point file, SDR data files, etc.).
  - b. Electronic survey-data-file notes (meaning an unprocessed, survey-data dump) of all additional surveys requested by any party during the design process. The CONSULTANT shall be responsible for the reduction, editing, and incorporation of this data into the ground-terrain model and the plans. This data will be provided in a format as indicated in paragraph 1.a. above.
  - c. Electronic preliminary horizontal and vertical alignments for the project limits as envisioned. This data will be in MX format and coordinate (x, y, z) data (ASCII) format, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
  - d. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground terrain model and plans shall be the responsibility of the CONSULTANT.
  - e. Electronic drawings in MicroStation format of typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon



**ARTICLE I**

request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.

- f. Electronic drawings in MicroStation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation of this information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
2. Latest structural inspection report of the bridge, along with any previous in-depth inspection data, reports, models, and photos.
3. Prints of the following information, for incorporation into the plans by the CONSULTANT.
  - a. Existing bridge and highway plans.
  - b. All survey data and field notes of all surveys requested by any party during the design process. The CONSULTANT shall be responsible for the incorporation of this data into the plans.
  - c. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary. Incorporation of this information into the plans will be the responsibility of the CONSULTANT.
4. Prints of the following information:
  - a. Any additional information (e.g., abstracting, utilities, etc.) for the CONSULTANT to incorporate into the plans in conformance with the current DEPARTMENT CAD/D Procedures and Requirements.
  - b. Available critical cross-sections within the current limits of ground data.
5. Prints and data-exchange files of existing conditions not previously provided to the CONSULTANT. Reduction and incorporation of this material shall be the responsibility of the CONSULTANT.
6. Right-of-way data, property lines, and parcel owners on prints of English-scale base plans provided by the CONSULTANT, which shall then be incorporated by the CONSULTANT into the plans.
7. All required permits. The CONSULTANT shall be responsible for plans and computations for impacted areas. These plans shall provide all necessary data, area hatching (according to DEPARTMENT standards), and detail so that these plans can be forwarded to the respective regulatory agencies as appropriate attachments for the permit applications.

**ARTICLE I**

8. The location of all existing utilities through direct contact with the various utility companies. Following the determination by the CONSULTANT of all unavoidable conflicts between existing utilities and the proposed construction, the DEPARTMENT will coordinate the necessary relocation of the conflicting utilities. The CONSULTANT shall be prepared to furnish CAD/D files in the current DEPARTMENT format to the DEPARTMENT for use in assisting utilities' design.
9. The pavement marking descriptions, layout, item numbers, item descriptions, and quantities will be provided to the CONSULTANT for inclusion into the plan set(s).
10. Geotechnical information as needed.

**E. WORK SCHEDULE AND PROGRESS REPORTS**

The CONSULTANT shall promptly begin performance of the services designated in the Contract upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The CONSULTANT shall complete these services without delay unless unable to do so for causes not under the CONSULTANT'S control.

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

**F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS**

During the prosecution of this AGREEMENT, the CONSULTANT shall prepare and submit to the DEPARTMENT a TS&L Report and Preliminary Plans.

The submissions shall be as necessary in accordance with the study process and work as outlined above. Each submission shall be supplemented with such drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. All plans, calculations, etc. shall be submitted using English Units.

All plan drawings, including size of sheets, lettering, symbols and scale of said drawings, shall conform with the requirements and standards of the DEPARTMENT. Any and all CAD/D-related work completed during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements.

**ARTICLE I**

**G. DATE OF COMPLETION**

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part B professional services rendered under this AGREEMENT is **December 31, 2016.**

**ARTICLE II**

**ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT**

**A. GENERAL FEE**

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT (except as otherwise herein provided) an amount equal to the sum of the following costs:

1. Actual salaries\* approved by the DEPARTMENT paid technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.

\*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$50.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

2. Costs that are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II, Section B for profit and non-reimbursed costs.
4. Reimbursement for direct expenses, including work performed by other parties, such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

**ARTICLE II**

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in the following paragraph and in Article II, Section C.1. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

The total amount to be paid under this AGREEMENT shall not exceed \$291,531.41, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of July 2, 2015, except by agreement of all parties made after supplemental negotiations. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

All salaries and increases thereof paid to technical or other employees assigned to this project shall be the result of a company-wide evaluation of all employees and shall not be restricted to employees assigned to this project.

If, in the opinion of the DEPARTMENT, any salary or increase thereof of engineering or technical personnel assigned to this project is unreasonable, it shall notify the CONSULTANT of its opinion with regard thereto and request the CONSULTANT to justify said salary or increase thereof. In the event that the CONSULTANT furnishes justification satisfactory to the DEPARTMENT for said salary or increase thereof, then such salary or increase thereof shall be approved as a payroll expense.

The DEPARTMENT shall have the right to exercise the power of review and approval of salary increases thereof, for a period of thirty (30) days after the submission of a monthly invoice by the CONSULTANT. Unless the DEPARTMENT notifies the CONSULTANT in writing during the thirty-day period that such salary increase thereof is, in its opinion, unreasonable, such lack of notice shall constitute approval of said salary increase thereof from the first day of the preceding month.

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect cost.

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the contract period and for three (3) years from the date of final voucher payment for examination by the STATE and copies thereof shall be furnished if requested.

**ARTICLE II**

**B. SUMMARY OF FEES**

The STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation the following:

- a. Actual CONSULTANT'S salaries\*, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead, the sum of which is estimated at \$131,985.73. For billing purposes, salary burden and overhead costs are currently estimated at 161.97% of actual salaries.
- b. A fixed fee to cover profit and non-reimbursed costs at \$13,198.58.
- c. Reimbursement for direct, out-of-pocket expenses estimated at \$4,635.00.
- d. Reimbursement for actual cost\* of subconsultants estimated as follows:
  - HDR Engineering, Inc. \$129,185.62
  - KTA Tator, Inc. \$12,526.48

The actual amount payable under each category (a), (c) and (d) is only estimated and shall be changed only upon mutual agreement of the DEPARTMENT and CONSULTANT.

\*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$50.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

**C. LIMITATION OF COSTS**

1. Costs incurred against this AGREEMENT shall not exceed \$291,531.41 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II, Section A, and the CONSULTANT agrees to use his best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

**D. PAYMENTS**

Payments on account of services rendered under this AGREEMENT shall be made as follows:

1. Monthly payments on account may be made upon written request of the CONSULTANT. Detailed vouchers shall include certification of manhours of effort by employee classification and actual salaries and other costs incurred accompanied by satisfactory evidence of work performed

**ARTICLE II**

during the period. Actual salaries paid and percentage factor shown in Article II, Section B, part (a) as well as for all approved subconsultants, including those listed in part (d) of Section B, shall be used until such time as true costs of salary burden and overhead are fixed by audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by audit for the period in which the work was performed, as approved by the DEPARTMENT. The fixed fee shall be invoiced during the billing period based upon the overall percent complete of the project's scope of work as approved by the DEPARTMENT.

2. The CONSULTANT shall submit a final voucher upon completion of services required by this AGREEMENT, which includes any unbilled portion of the allowable costs or fixed fee and adjustments, if necessary, for audited actual costs and deliver all required plans, documents and records.

**ARTICLE III**

**ARTICLE III - GENERAL PROVISIONS**

**A. HEARINGS, ETC.**

(Not applicable to this AGREEMENT.)

**B. CONTRACT PROPOSALS**

(Not applicable to this AGREEMENT.)



**ARTICLE IV**

**ARTICLE IV - STANDARD PROVISIONS**

**A. STANDARD SPECIFICATIONS**

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

**B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS**

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection by duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 2 Bedford Farms Drive, Suite 200, Bedford, NH.

It is further mutually agreed that any party, including the duly authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

**C. EXTENT OF CONTRACT**

1. Contingent Nature of AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this

**ARTICLE IV**

AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employees, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams, and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

**D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT caused by errors and omissions by the CONSULTANT without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports, or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor, except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

**ARTICLE IV**

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

**E. ADDITIONAL SERVICES**

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval by the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

**F. OWNERSHIP OF PLANS**

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports, or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

**G. SUBLETTING**

The CONSULTANT shall not sublet, assign, or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on

**ARTICLE IV**

wetland evaluations, mapping, noise studies, and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

**H. GENERAL COMPLIANCE WITH LAWS, ETC.**

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

**I. BROKERAGE**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**J. CONTRACTUAL RELATIONS**

1. Independent Contractor

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury, and/or, (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

**ARTICLE IV**

b. **Professional Liability Indemnification**

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

- c. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

3. **Insurance**

a. **Required Coverage**

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. Professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. Workers' compensation and employer's liability insurance as required by law.

b. **Proof of Insurance**

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible), and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for

**ARTICLE IV**

approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. **No Third-Party Rights**

It is not intended by any of the provisions of the AGREEMENT to make the public, or any member thereof, a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. **Construction of AGREEMENT**

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

**K. AGREEMENT MODIFICATION**

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

**L. EXTENSION OF COMPLETION DATE(S)**

If, during the course of the work, the CONSULTANT anticipates that one or more of the completion dates specified in this AGREEMENT cannot be met, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

**M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)**

**COMPLIANCE**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) **Compliance with Regulations:** The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including

**ARTICLE IV**

procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
  - (b) Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE IV**

(7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

(8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

**N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS**

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above, shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.



**ARTICLE IV**

**O. DOCUMENTATION**

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications, and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

**P. CLEAN AIR AND WATER ACTS**

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

**ATTACHMENT A**

---

**Scope of Work**

---

***Newington-Dover, 11238S  
General Sullivan Bridge***

***Part "B" TS&L Study and  
Preliminary Design***

---

**Prepared for: New Hampshire Department of Transportation**

**Prepared by: VHB-Vanasse Hangen Brustlin, Inc.**

**In Association with: HDR Engineering, Inc.**

**March 27, 2015**

---

## Foreword

This document describes the scope of services for an amendment to the contract between NHDOT and Vanasse Hangen Brustlin, Inc. (VHB), for the General Sullivan Bridge, Newington-Dover, 11238S Project. The original contract includes Part "A" In-Depth Inspection & Rating; Part "B" – Study and Preliminary Design; and Part "C" - Final Design services. Only the "Part A" services have been negotiated and authorized. This Scope of Services provides "Part B" – TS&L Study and Preliminary Design services that generally includes the development of alternatives in a TS&L Study and Preliminary Design.

---

## Project Description

NHDOT's Newington-Dover 11238 Project is a major project (\$200 million-plus) that has improvements: constructed, under construction, and under design. It includes multiple design and construction contracts over several years.

The final planned contract in the project has been designated "Contract S" and is envisioned as the rehabilitation or replacement of the General Sullivan Bridge for use as a pedestrian, bicycle and recreational facility, with possible maintenance vehicles. Previous inspections, ratings, and conceptual design work was completed between 2009 and 2014.

To continue progressing Contract S, this scope of work is for the Part "B" work which encompasses the Type, Span, & Location (TS&L) Study and Preliminary Engineering culminating in a TS&L Study Report of the alternatives and Preliminary Plans for the selected alternative for the General Sullivan Bridge. The TS&L study includes the evaluation of alternatives for improving this bridge by rehabilitation or replacement (superstructure only or entire bridge) considering life-cycle cost, constructability, and historic impacts. The Department is undertaking this work engaging VHB as the prime consultant and HDR as a subconsultant to VHB.

---

## Scope of Services

---

### Management

The management services for this project require the development and execution of the processes and procedures that must be maintained and reviewed for various elements of the work to ensure a comprehensive and successful delivery of the TS&L Study Report and Preliminary Plans. This is especially critical due to the plethora of information developed for the General Sullivan Bridge over many years. These efforts commence with the project initiation and continue through completion of this Part "B" phase of work.

The following elements have been identified as management elements:

1. **Project Administration**
  - a. Part "B" start up (kickoff meeting, review of work completed under Part A and distribution of materials). These meetings include attendance for a total of 3 people; VHB's Project Manager, VHB's Design Leader, and HDR's Design

Leader. We anticipate that the meeting will encompass 4 hours on average for each participant to prepare for, attend, and follow-up after the meeting. VHB and HDR will review the previously prepared information, include additional information from the Department, prepare agendas and meeting information packets, and distribute information to the team for their review prior to commencing with individual major tasks services.

- b. Sub-consultant coordination. This effort is for monthly coordination with VHB's anticipated subconsultants for the Part "B" services – HDR and a Paint Coating Consultant.
- c. Develop, in collaboration with the Department, acceptable project reporting systems for contract administration. This effort includes development of the invoice spreadsheet and letter formats, development of the filing and email structure and monthly management and updates of the invoicing, filing and email.

## **2. Scope Management**

- a. Ensure that the direction of the project is continually kept in compliance with this and the Department's scope of work and direction, clarification, and minor adjustments that may be needed.
- b. Coordinate with the Department on addressing requests from NHDOT Bureaus and any external groups or agencies.
- c. Coordinate with HDR in the identification and assessment of items related to project scope modifications as requested from NHDOT.
- d. Address Department requests from any source. Provide photos, plans, reports, documents and support to the Department to address questions or concerns.

## **3. Schedule Management**

- a. Prepare a monthly reporting system for submission to the Department. This task includes time for VHB/HDR Team meetings of the Task Leaders, coordination and the preparation of the monthly reports.
- b. Prepare for, attend and document the management meetings with the VHB/HDR management team and the Department. The VHB Team attendance at these meetings is assumed to be 2 people for 4 hours per meeting.

## **4. Quality Management**

The development and implementation of the Quality Management Plan (QMP), includes quality assurance, quality control and quality management for the major elements of work as well as incorporating these portions into an overall Quality Management Plan that ensures that the project has a single, coordinated plan. This QMP will be established to ensure that complete, consistent and quality submissions are being provided across the VHB Team. Both VHB and HDR will be responsible for quality assurance and quality control of the specific elements within their scope of services. To maintain consistency across all efforts, and to utilize the expertise of both firms, VHB and HDR will perform independent reviews of tasks completed by the other firm. The VHB Project Manager will work with the Task Leaders who will be responsible for adherence to the elements Quality Management Plan.

## Meetings

**Preparation of Presentation Materials and Meeting Notes:** VHB will prepare presentation materials (slides, plots, aerials, etc.) prior to any front office, public and designers alternatives meeting. The design team will also record and distribute meeting notes that summarize the topics discussed as required.

1. **Front Office Meeting (1).** VHB will prepare all the information needed and attend a Front Office meeting at the Department which will include an overview of the purpose and need for the project, the alternatives that were evaluated, anticipated engineering and construction schedules and soliciting information from these Department leaders. Presentation materials developed for the Public Informational Meeting and plan sheets developed for the Type, Span, and Location Study and Report will be used for this meeting. A summary of the meeting will be prepared by VHB following the meeting.
2. **Public Informational Meeting (1).** The Department and VHB will present an overview of the purpose and need for the project, discuss the alternatives that were evaluated, discuss anticipated engineering and construction schedules and solicit information from the public. Presentation materials will include a brief PowerPoint presentation, an aerial plan of the project vicinity with primary features labeled, and color renderings of the 4 primary alternatives identified in TS&L Study Report Section. A summary of the meeting will be prepared by VHB following the meeting.
3. **TS&L Study Alternatives Meetings (2).** VHB will present and discuss the alternatives under evaluation for the project. Alternatives will primarily focus on the bridge replacement or rehabilitation options and the criteria that VHB and NHDOT will use to evaluate the alternatives considering cost, constructability, historic issues, aesthetics, and environmental impacts.
4. **Cultural Resource Meetings (3).** VHB will prepare for and attend meetings with NHDOT, FHWA and NHDHR at their inter-agency coordination meetings. These meetings will focus on bridge replacement or rehabilitation options, criteria that VHB and NHDOT use to evaluate these options, and mitigation requirements.

## Type, Span, & Location (TS&L) Study and Report

The design team will develop a TS&L Study culminating in a Report that generally follows the guidelines in Section 400 of NHDOT's Bridge Design Manual. The report will include a conceptual plan, profile, and typical sections for the 4 primary alternatives discussed below and appendices that contain various supporting data. A draft version will be prepared and submitted for review prior to a "final" version for approval.

The TS&L Study and Report will include evaluation of alternative concepts for the proposed rehabilitation or replacement of the bridge. Evaluations will include discussion and comparisons of construction cost, constructability, load capacity, maintenance requirements, historical impacts, public concerns, regulatory/environmental process and summarized life-cycle costs.

The primary alternatives that will be developed are:

1. **Complete Bridge Rehabilitation.** The rehabilitation of the entire bridge will be evaluated. At a minimum, rehabilitation will include: new railings, a new deck (and possible wearing surface), new stringers, new floorbeams, truss member repairs or replacements, superstructure cleaning and painting, substructure repairs, and concrete/masonry sealants.

The design team will perform a cost sensitivity analysis and provide estimated costs for two deck widths.

2. **Rehabilitation of Spans 4 thru 6/Replacement of Spans 1 thru 3 and 7 thru 9.** A "hybrid" rehabilitation/replacement option will be evaluated that; rehabilitates Spans 4 thru 6 and replaces (new superstructure) Spans 1 thru 3 and 7 thru 9. The new superstructure in spans 1-3/7-9 will be evaluated as replacements-in-kind as well as three other replacement alternatives.

Potential alternatives include a concrete slab on steel girders for Spans 1 thru 3 and 7 thru 9. This is the structure type of the new approach pedestrian bridge in Dover.

3. **Complete Superstructure Replacement.** We will investigate options for the complete removal of the existing superstructure and replacement with a completely new superstructure, retaining all piers and both abutments. We will investigate three (3) primary options for new superstructures; steel trusses, steel girders, and prestressed girders. Included in this option will be the evaluation of alternatives, including costs, for maintaining pedestrian traffic during construction.
4. **Complete Bridge Replacement.** This replacement option will include an overall dimension of the new bridge with an order-of-magnitude, square foot cost estimate for a new bridge. This option will consist of a new superstructure on piers and abutments at optimal locations.

Potential replacement options for the superstructure include prefabricated steel truss bridges and concrete slab on steel girders.

Capital cost estimates will be performed on an order-of-magnitude basis. Where possible, square-foot estimates will be used based on similar complex bridge projects, as superstructure types will only be developed to a conceptual level. For estimates of rehabilitation, repairs to a representative number of bridge elements will be estimated, and those unit costs will be extrapolated over all similar bridge elements. Capital cost estimate will separate the costs associated with the main span from approach spans.

The TS&L Report will include a Life Cycle Cost Analysis for the rehabilitation alternatives. Maintenance and rehabilitation elements will be quantified and estimated using unit bid prices where possible. Where the LCCA requires a capital investment, such as bridge replacement

following rehabilitation, the capital cost estimated for Complete Bridge Replacement will be utilized.

.A decision matrix will be provided that compares the initial costs, rehabilitations costs, and maintenance activities associated with all of the unique relevant items for each rehabilitation alternative. Items that are common to all alternatives will not be included.

We will review a total of 2 alternative deck widths (16 ft and 21 ft).

- a. Each alternative will be developed and sized conceptually.
- b. We will develop 2 graphical presentations for each alternative.
- c. Plan, section, and elevation views will be developed of each alternative. Details for connection of the proposed deck alternatives to the truss structure will be shown.
- d. We will review 2 types of railing/fence systems: a railing system that matches existing and a new aluminum railing system. These alternative railing/fencing systems will be presented graphically.
- e. Deck alternative designs will incorporate viewing areas for the public.

## Preliminary Plans

The design team will develop Preliminary Plans based on the selected alternative. The development of the Preliminary Plan Submission will generally follow the guidelines in Section 500 of NHDOT’s Bridge Design Manual. For the purposes of this Scope of Work, it is assumed that the Complete Bridge Rehabilitation Alternative will be carried forward. The anticipated Preliminary Plans to be developed for this alternative will consist of the following sheets:

Sheet	Title	Sheet	Title
1	Title Sheet	10	Pier 3 Repairs
2	General Plan and Elevation	11	Pier 4 Repairs
3	Bridge Notes	12	Pier 5 Repairs
4	Site Plan & Survey Layout	13	Pier 6 Repairs
5	Profile and Approach Sections	14	Pier 7 Repairs
6	Abutment A Repairs	15	Pier 8 Repairs
7	Abutment B Repairs	16	Typical Section and Details
8	Pier 1 Repairs	17	Truss Repair Details (4 sheets)
9	Pier 2 Repairs		

There will be no changes to the LARSA models that were developed for Part A of this project. Any changes to the loading will be made by factoring the Excel spreadsheets from the 2014 Load Rating. Substructure designs will be limited to ensuring that the proposed loading is within the allowable bearing capacity and that the resultant meets the requirements specified in the AASHTO Standard Specifications.

## Environmental Coordination

### HistoricSection 106 Consultation Support

Continued consultation with the NHDHR, FHWA and the public is required to complete the Section 106 process and comply with stipulations of the project’s Memorandum of Agreement

(MOA). As part of the Study and Preliminary Design phase of the project VHB's cultural resources staff will assist NHDOT and the VHB design team with this new phase of consultation.

The rehabilitation of the General Sullivan Bridge for service as a pedestrian/cyclists/recreation facility bridge was one of several commitments in the Memorandum of Agreement between the FWHA, NHDOT, and the NH Division of Historical Resources (NHDHR) for the mitigation of adverse effects as a result of the overall Newington-Dover 11238 Project.

We assume that the TS&L study will confirm that rehabilitation of the General Sullivan Bridge is feasible and prudent, but recognize that rehabilitation is one of the four alternatives that will be evaluated as part of the TS&L Study for the bridge, as presented in this scope of work.

To ensure continued involvement of NHDHR and other interested parties during the TS&L Study and Preliminary Design phases of the project, the following tasks are anticipated:

- Participation in one early meeting with NHDOT regarding the previous commitment, current situation, and discussion of the next steps that will be needed with NHDHR
- Preparation and attendance at three (3) meetings with NHDOT and NHDHR at their inter-agency coordination meetings. Provision to NHDHR of appropriate deliverables, as needed and requested, that confirm the feasibility and prudence of the selected alternative
- Participation in one (1) public meeting
- Note-taking and follow up from meetings
- Preparation of minor revisions to the Effects Memo, if needed
- Preparation of minor revisions to the project mitigation measures and MOA, if needed
- Communications/coordination with NHDOT and internally with the design team during the historic consultation process.

**Other Environmental Considerations:**

As part of the Study and Preliminary Design phase of the project VHB's Environmental staff will assist NHDOT and the VHB design team with coordination with the Corps of Engineers through one (1) of the regularly scheduled NHDOT-sponsored monthly resource coordination meeting.

The following tasks are anticipated under this sub-section:

- Preparation for, attendance at, and follow-up at one (1) meeting with NHDOT and the resource agencies, including the Corps, at one of the regularly scheduled inter-agency coordination meeting.
- Communications/coordination with NHDOT and internally with the design team during the Environmental review process.

**U. S. Coast Guard Coordination**

As part of the TS&L Study phase of the project VHB will conduct initial, early coordination with the US Coast Guard First District. This coordination will be only to ensure that the non-rehabilitation alternatives being investigated are permissible and if the current Coast Guard Bridge Permit clearances must be maintained or can be modified.

**Revised Section 106 MOA and Section 4(f) Evaluation**



If the TS&L study results in a finding that the full rehabilitation of the GSB is no longer feasible or prudent, then VHB will assist in completing a re-evaluation of the existing Section 106 Determination of Effects and Section 4(f) Evaluation as presented in the December 2007 Environmental Impact Statement for the Spaulding Turnpike Improvements. This task would involve additional consultation with the FHWA, NHDHR and the public to consider the new alternative. Specifically, VHB would:

- Assist in developing a revised Determination of Effects for the selected alternative relative to impacts on the historic nature of the GSB;
- Assist in developing an agreement on any new mitigation measures if applicable;
- Prepare draft and final versions of a revised MOA that will summarize the Determinations of Eligibility and Effect, and which will further stipulate appropriate measures to mitigate adverse effects to the GSB that are determined to occur. An initial draft of the MOA will be provided to FHWA and the DEPARTMENT for review and revisions prior to supplying the document to the NHDHR for review.
- Prepare a Revised Section 4(f) evaluation that complies with applicable federal laws and regulations, including *Section 4(f) of the Department of Transportation Act*, 23 CFR 774 and FHWA's *Section 4(f) Policy Paper* dated July 20, 2012. The evaluation will include the following elements:
  - Description of Section 4(f) resource (i.e., the GSB);
  - Description of any project "use" of the resource;
  - Alternatives analysis, including a least overall harm analysis if applicable;
  - Measures to minimize harm;
  - Coordination activities with FHWA; and
  - Conclusions.

The revised Section 4(f) Evaluation would clearly explain how conditions or facts have changed since the 2007 Evaluation, and why full rehabilitation is no longer considered feasible or prudent. An initial draft of the Evaluation will be provided to the DEPARTMENT and FHWA for review and revisions prior to issuing the document as a public draft. VHB would incorporate comments received from the public into a final Revised Section 4(f) Evaluation for FHWA approval.

---

## **Elements NOT Included in this Part "B" Scope of Work**

---

### **Additional Inspection**

As part of the earlier and ongoing work on the Newington-Dover, 11238S contract for the General Sullivan Bridge an Inspection and Rating of the bridge was completed in 2014, culminating in an Inspection Report and a Load Rating Report. Additional inspection of the General Sullivan Bridge is not included in this scope of work, however, included in the Part "A" Scope of Work are two yet-to-be authorized tasks for additional inspection (anticipated in 2016) and additional tasks as determined by the Department. These tasks remain as part of the contract but not yet authorized.

---

### **Environmental/Section 4(f)**

There is no environmental coordination or permitting associated with the Part "B" Preliminary Design of the General Sullivan Bridge, except for the Historic Resource Coordination (NHDHR & FHWA), Corps of Engineers, and Coast Guard coordination described in the scope of work.

---

### **Hydraulic and Hydrologic Analysis**

There is no hydraulic or hydrologic work required for this phase of work.

---

### **Hazardous Material Survey**

There is no hazardous material survey, evaluation, or testing work required for this phase of work. The existing General Sullivan Bridge has lead-bearing paint which was noted from a health and safety perspective by the inspection team.

---

### **Geotechnical**

There is no Geotechnical work required for this phase of work. Any rehabilitation options will use the same substructure as currently exist. Replacement options will be square foot costs and will assume a cost for the substructure based on the geotechnical information developed by the Department for the adjacent Little Bay Bridge (Contract L).

---

### **Utilities/Right-of-Way**

There is no Utility and no Right-of-Way work required for this phase of work. Bridge lighting may be added during Part C (Final Design) of the project.

---

### **Assumptions**

1. The project management tasks will occur over a one year period, from the spring of 2015 to the spring of 2016.
2. One (1) kickoff meeting will be conducted at NHDOT.
3. Three (3) other meetings at NHDOT will be required.
4. One (1) public meeting will be conducted in Newington or Dover.
5. There are no utilities required on the bridge.
6. The planning horizon used in the Life Cycle Cost Analysis is 75 years.
7. The vehicle design loading will be HS-20.

Attachment 1

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT X, proposed subconsultant \_\_\_\_\_, hereby certifies that it has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has X, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Vanasse Hangen Brustlin, Inc.  
(Company)

By: [Signature]  
SR. V.P.  
(Title)

Date: 7/15/15

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

*Attachment 2*

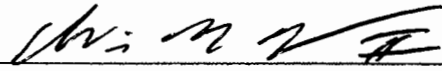
**CONSULTANT DISCLOSURE STATEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

7/15/15

(Date)



(Signature)

Attachment 3

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Senior Vice President and duly-authorized representative of the firm of Venette Hansen Consulting, Inc., and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

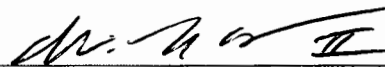
except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

7/15/15

(Date)



(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

7/28/15  
(Date)

  
(Signature)

*Attachment 5*

**CERTIFICATION FOR FEDERAL-AID CONTRACTS  
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 9

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

**Consultant**

WITNESS TO THE CONSULTANT

CONSULTANT

By: *John B. [Signature]*

By: *[Signature]*

STR. V.P.  
(TITLE)

Dated: 7/15/15

Dated: 7/15/15

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: *Michelle [Signature]*

By: *[Signature]*

for DOT COMMISSIONER

Dated: 7/28/15

Dated: 7/28/15

**Attorney General**

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

Dated: 8/13/15

By: *[Signature]*  
Assistant Attorney General

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on AUG 26 2015 approved this AGREEMENT.

Dated: AUG 26 2015

Attest:  
By: *[Signature]*  
Secretary of State

**DEPUTY SECRETARY OF STATE**



***VANASSE HANGEN BRUSTLIN, INC.***

**Certificate of Vote**

**NEWINGTON-DOVER  
GENERAL SULLIVAN BRIDGE  
11238-S (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 28, 2015, at which a quorum of the Board was present and voting.

**VOTED:**

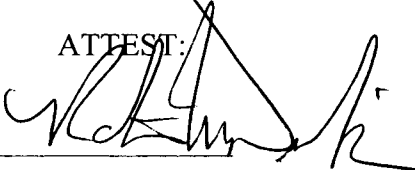
*That William Ashworth II is Regional Manager for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute professional services contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional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

ATTEST:

Date:

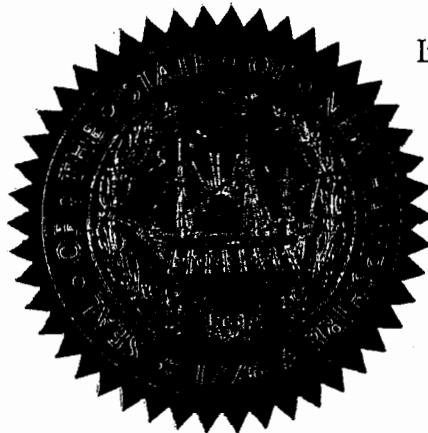
7/15/2015

  
\_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on December 11, 1986. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15<sup>th</sup> day of April, A.D. 2015

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)  
07/16/2015

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

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


<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Sta. 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____ <b>PRODUCER CUSTOMER ID #:</b> VANAS-1	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Vanasse Hangen Brustlin, Inc.. VHB Engineering, Surveying & Landscape Arch. PC Vanasse Hangen Brustlin, LLC P. O. Box 9151 Watertown, MA 02471	<b>INSURER A:</b> XL Specialty Insurance Company	<b>NAIC #</b> 37885
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>ARCH./ENG. E&amp;O</b> Incl. Pollution Liab			DPR9724746 FULL PRIOR ACTS	07/19/2015	07/19/2016	Ea. Claim 5,000,000 Aggregate 5,000,000

**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 expense. \$75,000 deductible per claim. Re: Newington-Dover, General Sullivan Bridge 11238-S (Part B) 30 day notice of canc. except 10 days for non-payment.

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



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN  
COMMISSIONER

WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

NEWINGTON-DOVER  
GENERAL SULLIVAN BRIDGE  
11238-S (PART B)

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

November 14, 2016

Mr. Steven M. Hodgdon, P.E.  
Project Manager  
Vanasse Hangen Brustlin, Inc.  
2 Bedford Farms Drive, Suite 200  
Bedford, NH 03110-6532

Dear Mr. Hodgdon:

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	December 31, 2016
By this letter, amended to	December 31, 2017

This no-additional-cost change order for the extension is as requested by your letter dated October 26, 2016.

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.I.P.

KAC/wjh  
attachments  
s:\highway-design\towns\newington\11238-s\part b agreement\letters\vhb 11-14-16 tel.doc

**AGREEMENT AMENDMENT**

**NEWINGTON-DOVER, 11238-S (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: *Kevin James*

By: *[Signature]*

SR.V.P (Title)

Dated: 11/15/16

Dated: 11/15/16

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: *Michelle Glavin*

By: *[Signature]*

Director of Project Development

for DOT COMMISSIONER

Dated: 11/22/16

Dated: 11/22/16

**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: 12/2/16

By: *[Signature]*  
Assistant Attorney General

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on DEC 2 1 2016 approved this amended AGREEMENT.

Dated: DEC 2 1 2016

Attest:  
By: *[Signature]*

**DEPUTY SECRETARY OF STATE**

***VANASSE HANGEN BRUSTLIN, INC.***

**Certificate of Vote**

**NEWINGTON-DOVER  
GENERAL SULLIVAN BRIDGE  
11238-S (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 27, 2016, at which a quorum of the Board was present and voting.

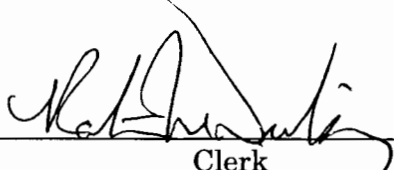
**VOTED:**

*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: November 15, 2016

  
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 15th day of November A.D. 2016.

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (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.

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

<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____	<b>PRODUCER CUSTOMER ID #:</b> <b>VANAS-1</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Continental Casualty Company	<b>NAIC #</b> 20443
<b>INSURER B:</b> Safety Insurance Company	<b>NAIC #</b> 39454
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED** **Vanasse Hangen Brustlin, Inc.:**  
**VHB Engineering, 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:** \_\_\_\_\_

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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X		6018141932	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contract. Liab.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Waiver						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	<b>VEHICLE LIABILITY</b>	X		6018203376	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> HIRED AUTOS			1501873 - MASS - RENEWAL	06/13/2016	06/13/2017	\$
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS			1501873 - MASS ONLY	06/13/2015	06/13/2016	\$
				MA AUTO INCLDS. NO&H			\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		6018203362	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		6017185236	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Office Package			6018141932	05/01/2016	05/01/2017	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Valuable Papers 2,250,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: Newington-Dover, General Sullivan Bridge 11238-S (Part B). Interest of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

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

© 1988-2009 ACORD CORPORATION. All rights reserved.