

JUL19'19 ed11:01 THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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

Bureau of Highway Design June 3, 2019

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

REQUESTED ACTION

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

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

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

FY 2020

\$143,954.67

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

EXPLANATION

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

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

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

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

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

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

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

Sincerely,

Victoria F. Sheehan Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

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

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

William Cass, P.E.
Assistant Commissioner

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

Fax: (603) 271-7025

June 3, 2019

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

Dear Mr. Kennedy:

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

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

Original Completion Date May 31, 2017

Amended to March 31, 2018

Amended to December 31, 2018

Amended to May 31, 2019

By this letter, amended to December 31, 2019

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

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

The portion of Article II, Section A (General Fee) specifying the dates for the fee and manhour estimates is being amended to read as follows:

"The total amount to be paid under this AGREEMENT shall not exceed \$2,465,754.88, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of June 16, 2015 and May 1, 2019),..."

Furthermore, this fee increase revises the amounts in Article II, Section B (Summary of Fees) as follows:

- Increases the estimated amount of (a) actual CONSULTANT'S salaries, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead by \$189,771.80, from \$1,649,766.55 to \$1,839,538.35.
- Revises the salary burden and overhead cost rate for billing purposes from 161.97% to 160.84%.

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

Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed \$2,465,754.88, unless otherwise authorized."

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

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

Sincerely,

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

Approved:

Peter E. Stamnas, P.E.

Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

Bv:

Title: SENION PRINCIPAL

KAC/wjh

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AGREEMENT AMENDMENT

MANCHESTER 16099 (PART B)

VANASSE HANGEN BRUSTLIN, INC.

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

Consultant	•
WITNESS TO THE CONSULTANT	CONSULTANT
By: Sim By:	•
Dated: 6/4/19	Dated: 6/4/19
Department of Transportation	•
WITNESS TO THE STATE OF NEW HAMPSHIRE	THE STATE OF NEW HAMPSHIRE
By: fellis (Sevelally By:	Director of Project Development
	FOR DOT COMMISSIONER
Dated: 11, 5019	Dated: 11, 2019
Attorney General	·
This is to certify that the above-amended AGREEMENT has execution.	
Dated: July 15, 2019 By:	Assistant Attorney General
Secretary of State	v
This is to certify that the GOVERNOR AND COUNCIL of AGREEMENT.	approved this amended
Dated: Attest	•
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VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

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

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

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

VOTED:

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

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

ATTEST:

Date: June 4, 2019

Frorate Seal)

CEN BO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/05/2019

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

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

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

See Attached

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

NOTEPAD:

HOLDER CODE

NHDOT-1

INSURED'S NAME Vanasse Hangen Brustlin, Inc.;

VANAS-1 OP ID: CL PAGE 2

Date 06/05/2019

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

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



# **CERTIFICATE OF LIABILITY INSURANCE**

07/02/2019

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

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INSURED'S NAME Vanasse Hangen Brustlin, Inc.;

VANAS-1 OP ID: CL PAGE 2

Date 07/02/2019

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

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



Victoria F. Sheehan Commissioner

# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

GrC#5C



William Cass, P.E. Assistant Commissioner

Bureau of Highway Design November 8, 2018

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

#### REQUESTED ACTION

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

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

#### **EXPLANATION**

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

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

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

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

Sincerely,

Victoria F. Sheehan

Commissioner



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



Victoria F. Sheehan Commissioner

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

William Cass, P.E. Assistant Commissioner

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

November 2, 2018

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

Dear Mr. Kennedy:

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

> Original Completion Date Amended to

Amended to

By this letter, amended to

May 31, 2017

March 31, 2018

December 31, 2018

May 31, 2019

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

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

Sincerely,

Chief Project Manager

Approved:

Peter E. Stamnas, P.E.

Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

Title: SENIOL PRINCIPA

KAC/wjh

s:\highway-design\(towns)\manchester\16099\agreement\part b prelim design\letters\vhb 11-02-18 tel.docx JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

## **AGREEMENT AMENDMENT**

### MANCHESTER 16009 (PART B)

## VANASSE HANGEN BRUSTLIN, INC.

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

Consultant
WITNESS TO THE CONSULTANT CONSULTANT
By: June By: Mat 7. Kennely
Sauror Principal (Title)
Dated: 11/5/1D Dated: 11/5/18
Department of Transportation
WITNESS TO THE STATE OF NEW MAMPSHIRE THE STATE OF NEW HAMPSHIRE
By: Mychelle Lanus By: Ut Sh
Director of Project Development
FOL DOT COMMISSIONER
Dated:
Attorney General
This is to certify that the above-amended AGREEMENT has been reviewed by this office and is approved as to form and execution.
Dated: 11/30/18  By: AWWB Strenston  Assistant Attorney General
Secretary of State  DEC 1 9 2018
This is to certify that the GOVERNOR AND COUNCIL on approved this amended AGREEMENT.
Dated: DEC 1 9 2018 Attest:
By: Science of State
DEDITY CECOTABY OF CTATE

#### VANASSE HANGEN BRUSTLIN, INC.

# Certificate of Vote

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

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

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

#### VOTED:

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

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

Date: NW 5, 7018

1986

# State of New Hampshire Department of State

#### **CERTIFICATE**

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

Business ID: 104275

Certificate Number: 0004071454



IN TESTIMONY WHEREOF,

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

William M. Gardner

Secretary of State

OP ID: CL

#### CERTIFICATE OF LIABILITY INSURANCE

DATE MINODOTYYY) 07/11/2018

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fleu of such endorsement(s). Christopher A. Poole 781-245-5400 PRODUCER Poole Professional Ltd. PHONE (AC, No, Est): 781-245-5400 FAX 781-245-5463 107 Audubon Rd. #2, Ste. 305 kefleld, MA 01880 Christopher A. Poole INSURER(S) AFFORDING COVERAGE 20508 HEURER A: Valley Forge Insurance Company HISURER B. Safety Insurance Company 39454 Vanasse Hangen Brustlin, Inc.; VHB Eng.Surveying,Landscape. Arch.&Geology P.C.;Vanasse Hangen Brustlin,LLC,VHB Eng., NC.PC,VHB OC,LLC P: O. Box 9151' Watertown, MA 02471 INSURED HEURER C: Continental Casualty Company 20443 MEURER 0: MSURER E : MSURER F: **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAMS. POLICY EFF POLICY EXP ADOL BUBR POLICY NUMBER TYPE OF INSURANCE 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENC 1,000,000 DAMAGE TO RENTED PREMISES (En occurre 05/01/2018 | 05/01/2019 CLAIMS-MADE X OCCUR 6018141932 10,000 Contract Liab. NO DEDUCTIBLE MED EXP (Any one person) 1,000,000 Blanket Walver X XCU COVERGAE INCL PERSONAL & ADV INJURY. 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 POLICY X PEG PRODUCTS - COMP/OP AGG OTHER. 1,000,000 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 05/01/2018 05/01/2019 6018203376 BODILY INJURY (Per person) ANY AUTO X SCHEDULED BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) OWNED AUTOS ONLY HIRED ONLY 1501873 MA X MAKEN 5,000 Medical Expense Safety NOH 14,000,000 OCCUR UMBRELLA LIAB 14,000,000 6018203382 05/01/2018 05/01/2019 EXCESS LIAB CLAIMS-MADE AGGREGATÈ 10,000 DED X RETENTIONS X PER WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 05/01/2018 05/01/2019 ANY PROPRIETOR PARTNER EXECUTIVE N OFFICE AMEMBER EXCLUDED? 6017185236 E.L. EACH ACCIDENT 1.000,000 ALL STATES LONGSHOREMARE ELL DISEASE EA EMPLOYEE 1.000,000 yes, describe under SESCRIPTION OF OPERATIONS below E.L. DISEASE - POUCY LIMIT 2,250,000 05/01/2018 05/01/2019 Valuable 6018141932 Office Package Papers \$1,000 Deductible DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Re RE: PROJECT(S): Manchester, 16099 (Part B), Jaffrey, 16037, Statewide on-call Highway Design Services, 41329, Newington-Dover, 11238S (Part B), Statewide om-call Water Quality Services, 41454, Statewide on-call Bridge Design Services, 41341 and Statewide on-call Air Quality and Noise Services See Attachment CANCELLATION CERTIFICATE HOLDER NHDOT-1 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **New Hampshire Department** of Transportation John O. Morton Building AUTHORIZED REPRESENTATIVE 7 Hazen Drive, P.O. Box 483

ACORD 25 (2016/03)

Concord, NH 03302-0483

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NOTEPAD:

HOLDER CODE

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MISURED'S NAME Vanasse Hangen Brustlin, Inc.;

VANAS-1 OP ID: CL

PAGE 2 Deta 07/11/2018

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

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

OP ID: CL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MINISTERY)

07/41/201R

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(iss) 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). Contact Christopher A. Poole 781-245-5400 PHONE (Ext): 781-245-5400 FAX Noj: 781-245-5463 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poolo INSUREMEN AFFORDING COVERAGE 37885 HISURER A: XL. Specialty Insurance Company Vanasse Hangen Brustlin Inc; MISURED VHB Eng Surveying Landscape Arch & Geology PC;;Vanasse Brustlin, LLC; VHB Eng NC PC; VHB DC LLC P. O. Box 9151 INSURER C: INSURER DI NSURER E Watertown, MA 02471 INSURER F: **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP LEGIS POLICY MUMBER TYPE OF INSURANCE EACH OCCURRENCE COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES IES CONTINUES - Loccur CLAIMS-MADE MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GENTL AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMPIOP AGG 250 POLICY COMDINED SINGLE LIMIT OTHER AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO BODILY INJURY (For accident) PROPERTY DAMAGE (For accident) SCHEDULED AUTOS OWNED AUTOS ONLY NO SCHOOL HUTER ONLY EACH OCCURRENCE IMPRELLA LIAB OCCUR AGGREGATE CLAIMS-MADE **EXCERS LIAB** DED RETENTION 6 STATUTE WORKERS COMPENSATION . AND EMPLOYERS LIABILITY EL EACH ACCIDENT ANY PROPRIETORPARTHER/EXECUTIVE OFFICERMEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE & 07/19/2016 07/19/2019 | Per Claim DESCRIPTION OF OPERATIONS below Engrs. Prof. Lisb. 5,000,000 DPR9928347 5,000,000 Aggregate **FULL PRIOR ACTS** inci. Poli Liab DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space to required) For professional liability coverage, the aggregate limit is the total insurance available for all coverred claims presented within the policy period. Deductible Amount: \$75,000 RE: ALL PROJECTS Manchester, 16099 CANCELLATION **CERTIFICATE HOLDER** NHDOT-1 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **New Hampshire Department** of Transportation John O. Morton Building AUTHORIZED REPRESENTATIVE 7 Hazen Drive, P.O. Box 483 Concord, NH 03302-0483



#### Victoria F. Sheehan Commissioner

# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

G+C#5A Date 3.7-18



William Cass, P.E. Assistant Commissioner

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

#### REQUESTED ACTION

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

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

#### **EXPLANATION**

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

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

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

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

Sincerely,

Victoria F. Sheehan Commissioner

10) illian Com

Attachments



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



**YICTORIA F.** SHEEHAN

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

WILLIAM CASS P.E. ASSISTANT COMMISSIONER

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

December 26, 2017

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

Dear Mr. Kennedy:

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

Original Completion Date

Amended to

By this letter, amended to

May 31, 2017

March 31, 2018

December 31, 2018

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

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

Sincerely,

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

Approved:

Peter E. Stamnas, P.E.

Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: Max & Kamele

Title: Staves Thinking

s:\highway-design\(towns)\manchester\16099\agreement\part b prelim design\letters\vhb 12-26-17 tel.doox

# AGREEMENT AMENDMENT

# MANCHESTER 16009 (PART B)

## VANASSE HANGEN BRUSTLIN, INC.

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

Consultant	
WITNESS TO THE CONSULTANT	CONSULTANT
By: Suise By:	Stores Paragras (Title)
Dated:	Dated:
Department of Transportation	
WITNESS TO THE STATE OF NEW HAMPSHIRE	THE STATE OF NEW HAMPSHIRE
By: Michelle Mollin By.	645h
	Olugotol ou buolect passobouent
	FOR DOT COMMISSIONER
Dated:	Dated:
Attorney General	•
This is to certify that the above amended AGREEMENT form and execution.	has been reviewed by this office and is approved as to
Dated: 2 13 18 By:	Assistant Attorney General
Secretary of State	
This is to certify that the GOVERNOR AND COUNCIL of AGREEMENT.	n approved this amended
Dated: MAR 0 7 2018 Attest	" Crows o
Ву:	_   XIII Demin
	REPUTY SECRETARY OF STATE

#### VANASSE HANGEN BRUSTLIN, INC.

#### Certificate of Vote

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

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

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

#### **VOTED:**

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

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

Date: JANSU, 2018

# State of New Hampshire Department of State

#### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLIN, INC. is a Massaphusetts 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 Seel of the State of New Hampahire, this 3rd day of April A.D. 2017.

William M. Gardner Scoretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (PERCENTY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must 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).

RECOUCER Poole Professional Ltd. 107 Audubon Rd. \$2, Sts. \$05, Wakafield, MA 01880 HONE Ha Buth Christopher A. Poole CUSTOMER ID #: VANAS-1 DISURER(S) AFFORDING COVERAGE BUSINER A : Continental Casualty Company 20443 Vanasse Hangen Brustlin, inc.: VHB Engineeoring, Burveying & 39454 MINISTREE : Safety Insurance Company Landscape Arch.,P.C.;Vanasse HOURER C Hangen Brustlin, LLC, VHB Eng., NC., PC MINISTR D : P. O. Box 9151 HSURER E : Watertown, MA 02471 HEUNER F REVISION NUMBER:

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CANCELLATION

NHDOT-1

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

AUTHORIZED REPRESENTATIVE
CLIFF AT RE

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#### **CERTIFICATE OF LIABILITY INSURANCE**

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.

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# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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

Bureau of Highway Design March 13, 2017

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

#### REQUESTED ACTION

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

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

#### **EXPLANATION**

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

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

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

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

Sincerely,

Victoria F. Sheehan

Commissioner



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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

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

March 7, 2017

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

Dear Mr. Kennedy:

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

Original Completion Date By this letter, amended to

May 31, 2017 March 31, 2018

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

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

Sincerely,

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

Approved:

Peter E. Stamnas, P.E.

Director of Project Development

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

Зу:

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# AGREEMENT AMENDMENT

## MANCHESTER 16009 (PART B)

# VANASSE HANGEN BRUSTLIN, INC.

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

Consultant	
WITNESS TO THE CONSULTANT	CONSULTANT
Dated:	by:
Dated:	THE STATE OF NEW HAMPSHIRE  Or Director of Project Down'  DOT COMMISSIONER
Attorney General	
This is to certify that the above amended AGREEM approved as to form and execution.  Dated:	
Socretary of State	
This is to certify that the GOVERNOR AND COUNCIL amended AGREEMENT.	L on approved this
Dated: Att	cest:
E	Secretary of State

#### VANASSE HANGEN BRUSTLIN, INC.

#### Certificate of Vote

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

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

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

#### VOTED:

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

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

Date: March 10, 2017

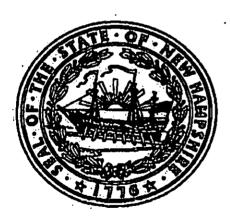
(Corporate Seal)

# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Socretary 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.

William M. Gardner Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE INSUDOMON

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

PRODUCER		CONTACT NAME:	
Poole Pro	fessional Ltd. bon Rd. #2, Sts. 305	PACHE (AC, No. Berl): (AC, No):	
Watsfield	or A. Poole	CONTACT HAME PROBLEM AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME AND HAME	
Cimembi	er A. Poole	CUSTOMER ID #: VANAS-1	
i		INSURER(B) APPORDING COVERAGE	NAC#
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	VHB Engineeering, Surveying &	REPURER B : Safety Insurance Company	39454
	Landscape Arch.,P.C.;Vanasse Hangen Brustlin,LLC, VHB Eng.,	REPURE A C:	
	NC., PC	MISURER D:	
	P. O. Box 9151	EXPLIRENCE:	
	Watertown, MA 02471	PROUTER F:	

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

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	(Mandatory in NH)	N/A		ALL STATES	1		E.L. DISEASE - EA EMPLOYEE	8	1,000,000	
	Il yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	8	1,000,000	
A	Office Package			6018141932	05/01/2018	05/01/2017	Valuable		2,250,000	
	•	1					Papers			

DESCRIPTION OF OPERATIONS / LOCATIONS / VENELIES (Asset ACORD 101, Additional Reserve Schedule, if more Res: Marnchester 1-293 Exits 6 & 7 16099 (Part B), Intrest of the New Hampshire Department of Transportation is Included as additional insured under the above indicated polices only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

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NHDOT-1

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

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

AUTHORIZED REPRESENTATIVE

CANCELLATION

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# **CERTIFICATE OF LIABILITY INSURANCE**

DATE OUNDOWN

07/13/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL DISURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not corder rights to the certificate holder in lieu of such endorsement(s). Poole Professional Ltd. 107 Audubon Rd. \$2, 8ts. 305 Watefield, MA 01880 Christopher A. Poole IAC Not: fre 200 E CUSTOMER ID & VANAS-1 HEURER(S) AFFORDING COVERAGE HAIC # MEURED Vanasse Hangen Brustlin,Inc., prounds A: XL Specialty Insurance Company 37885 VHB Engineering, Surveying DISLINER B : & Landscape Arch. PC MBURER C : Vanasse Hangen Brustlin, LLC BULLER D : P. O. Box 9151 MALIBER E : Watertown, MA 02471 REVISION NUMBER: **COVERAGES** CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE 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. ADDUCTION OF THE MANAGEMENT POLICY EXP TYPE OF BUILDINGS LEMITS īπ POLICY NUMBER OFFICERAL LINESUTY EACH OCCURRENCE DAMAGE TO REVIED, PREMISES (Es occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED (DOP (Any area person) DEDROMAL & AND BLEIDY . GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMPIOP AGG POUCY PRO-AUTOMOBILE LIABILITY COMMINED SWICLE LIMIT (Ee socident) ANY ALITO **BODILY BUURY (Per person)** ALL OWNED AUTOR BODILY INJURY (Per accident) SCHEDULED AUTOS PROPERTY DAMAGE (PER ACCIDENT) HERED AUTOS MON-OWNED AUTOS UMBRELLA LIAB OCCLUR EACH OCCURRENCE FECFES I IAN CLAMB-MADE AGGREGATE DEDUCTIBLE RETENTION \$ WORKERS COMPERSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERAIEMBER EXCLUDED? E.L. EACH ACCIDENT ... (Mindatory is 161)

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# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



29 h

WILLIAM CASS, P.E. ABSISTANT COMMISSIONER

Bureau of Highway Design August 25, 2015

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

#### REQUESTED ACTION

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

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

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

FY 2016 FY 2017

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

#### **EXPLANATION**

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

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

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

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

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

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

Sincerely,

William Cass, P.E.

Assistant Commissioner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (BEBEDONYYY)

09/01/2015

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

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

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES RECANCELLED 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

CANCELLATION

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# CERTIFICATE OF LIABILITY INSURANCE

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09/01/2015

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# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



CHRISTOPHUR D. CLEMENT, SR. COMMISSIONER

Bureau of Highway Design

JEFF BRILLHART. P.B. ASSISTANT COMMISSIONER

January 19, 2012

His Excellency, Governor John H. Lynch and the Honorable Connell Sinto House

Concord. New Hampshire 03301

Requested Action

Authorize the Department of Transportation to enter into an Agreement with Vanasse Hangen Brustlin, Inc., Bedford, NH, Vender #174584, for a fee amount not to exceed \$883,591,00, to perform a system planning study to examine turnpike transportation system upgrades along three (J) miles of the P.B. Bverett Tumpike (I-293) through Exits 6 and 7 in the City of Manchester, effective upon Governor and Conneil approval, through August 31, 2013. 100% Tumpike Funds.

Punding is available as follows:

04-96-96-961017-7507

Contrai NH Tumpiko

400-500870

Highway Contract Payments-DOT

EY 2012

\$883,591.00

#### EXPLANATION

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

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

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

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

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

Office Location

Consultant Firm	•	Manchester, NH
The Louis Berger Group, Inc.		Manchestor, NH
or n Committing Ragingors, Inc.		Bolford, NH
Pay, Spofford & Thorndike, LLC	•	Concord, NH
McFarland-Johnson, Inc.		Boston, MA
Persons Transportation Group Inc.		Bedford, NH
PAISONS Transportation Company		Draid; els.

Vanasse Hangen Brustlin, Inc.

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

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

Sincoroly,

Christopher D. Clement, Sr.

Commissioner