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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan  
Commissioner

William Cass, P.E.  
Assistant Commissioner

Bureau of Highway Design  
June 3, 2019

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

REQUESTED ACTION

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

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

04-96-96-961017-7507	<u>FY 2020</u>
Central NH Turnpike	
046-500463 Eng Consultants Non-Benefits	\$143,954.67

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

EXPLANATION

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

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

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

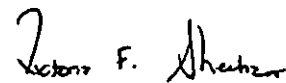
This amendment to the Agreement involves additional effort to complete the preliminary design through NEPA and the public hearing. The additional work includes Right-of-Way boundary survey, refinements of the proposed action, traffic analysis and simulation models, updates for cost estimates, modification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

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

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

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

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

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

June 3, 2019

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

Dear Mr. Kennedy:

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

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

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

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

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

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

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

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

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

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


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

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

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

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

Sincerely,



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



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

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: Mat F. Kennedy

Title: SENIOR PRINCIPAL

KAC/wjh

**AGREEMENT AMENDMENT**

**MANCHESTER 16099 (PART B)**

**VANASSE HANGEN BRUSTLIN, INC.**

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

**Consultant**

WITNESS TO THE CONSULTANT

By: [Signature]

Dated: 6/4/19

CONSULTANT

By: [Signature]

SENIOR PRINCIPAL (Title)

Dated: 6/4/19

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: June 11, 2019

THE STATE OF NEW HAMPSHIRE

By: [Signature]

Director of Project Development

for DOT COMMISSIONER

Dated: June 11, 2019

**Attorney General**

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

Dated: July 15, 2019

By: [Signature]  
Assistant Attorney General

**Secretary of State**

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

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

Attest:

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

**VANASSE HANGEN BRUSTLIN, INC.**

**Certificate of Vote**

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

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

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

**VOTED:**

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

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

ATTEST:

Date: June 4, 2019

  
Clerk





**NOTEPAD:**HOLDER CODE NHDOT-1  
INSURED'S NAME Vanasse Hangen Brustlin, Inc.;VANAS-1  
OP ID: CLPAGE 2  
Date 06/05/2019

Project: Manchester 16099 (PART B)I-293 Exits 6 &amp; 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.





**NOTEPAD:**

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

VANAS-1  
OP ID: CL

PAGE 2  
Date 07/02/2019

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

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



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

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



William Cass, P.E.  
Assistant Commissioner

Bureau of Highway Design  
November 8, 2018

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

**REQUESTED ACTION**

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

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

**EXPLANATION**

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

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

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

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

Sincerely,

Victoria F. Sheehan  
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

William Cass, P.E.  
Assistant Commissioner

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

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

November 2, 2018

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

Dear Mr. Kennedy:

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

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

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

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

Sincerely,

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

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

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: Martin F. Kennedy

Title: SENIOR PRINCIPAL

KAC/wjh

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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

By: [Signature]

By: [Signature]

SENIOR PRINCIPAL (Title)

Dated: 11/5/18

Dated: 11/5/18

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: [Signature]

By: [Signature]

Director of Project Development

for DOT COMMISSIONER

Dated: 11/8/18

Dated: 11/8/18

**Attorney General**

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

Dated: 11/30/18

By: [Signature]  
Assistant Attorney General

**Secretary of State**

**DEC 19 2018**

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

Dated: DEC 19 2018

Attest: [Signature]  
By: \_\_\_\_\_

Secretary of State  
**DEPUTY SECRETARY OF STATE**

**VANASSE HANGEN BRUSTLIN, INC.**

**Certificate of Vote**

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

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

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

**VOTED:**

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

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

Date: Nov 5, 2018

ATTEST:



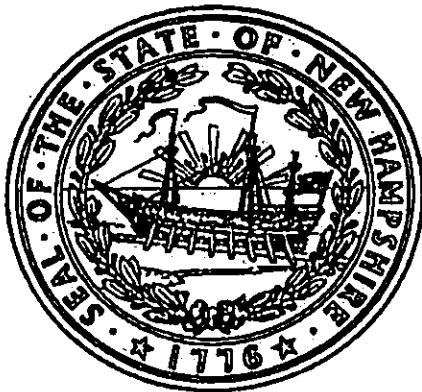
**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

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

Business ID: 104275

Certificate Number : 0004071454



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

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

William M. Gardner  
Secretary of State



VANAS-1

OP ID: CI

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole 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>EMAIL ADDRESS:</b> <b>ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B: Safety Insurance Company</td> <td>39464</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Safety Insurance Company	39464	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Vanasse Hangen Brustlin, Inc.; VHB Eng. Surveying, Landscape Arch. & Geology P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., NC, PC, VHB DC, LLC P. O. Box 9151 Watertown, MA 02471														

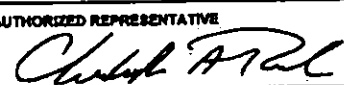
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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.

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

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

RE: PROJECT(S): Manchester, 16099 (Part B), Jaffrey, 16037, Statewide on-call Highway Design Services, 41329, Newington-Dover, 11238S (Part B), Statewide on-call Water Quality Services, 41454, Statewide on-call Bridge Design Services, 41341 and Statewide on-call Air Quality and Noise Services See Attachment

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



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

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

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





Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

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



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Highway Design  
December 27, 2017

REQUESTED ACTION

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

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

EXPLANATION

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

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

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

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

Sincerely,

for  
Victoria F. Sheehan  
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



VICTORIA F.  
SHEEHAN

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

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

December 26, 2017

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

Dear Mr. Kennedy:

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

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

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

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

Sincerely,

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

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

We concur in the above Amendment.

VANASSE HANGEN BRUSTLIN, INC.

By: Mart F. Kennedy

Title: Senior Principal

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

**AGREEMENT AMENDMENT**

**MANCHESTER 16009 (PART B)**

**VANASSE HANGEN BRUSTLIN, INC.**

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

**Consultant**

WITNESS TO THE CONSULTANT

CONSULTANT

By: Louis Duvic

By: Mark F. Kaminski

SENIOR PRINCIPAL (Title)

Dated: 1/30/18

Dated: 1/30/18

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: Michelle Doren

By: [Signature]

Director of Project Development

for DOT COMMISSIONER

Dated: 2/7/18

Dated: 2/7/18

**Attorney General**

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

Dated: 2/13/18

By: Allier B. Greenstein  
Assistant Attorney General

**Secretary of State**

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

Dated: MAR 07 2018

Attest:

By:

[Signature]  
**DEPUTY SECRETARY OF STATE**

**VANASSE HANGEN BRUSTLIN, INC.**

**Certificate of Vote**

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

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

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

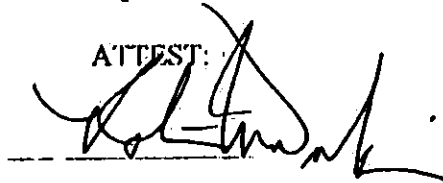
**VOTED:**

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

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

Date: JAN 30, 2018

ATTEST:

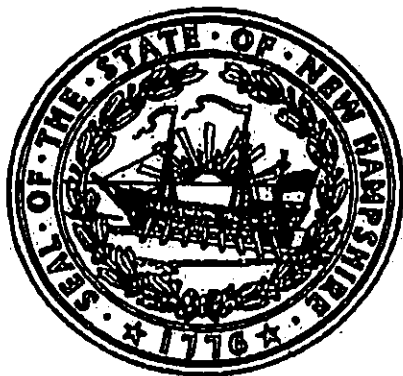


**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VANASSE HANGEN BRUSTLDN, 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: DE

DATE (MM/DD/YYYY)  
08/18/2017

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).

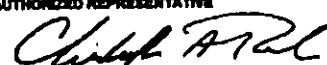
<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Woburn, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> _____ <b>PHONE:</b> _____ <b>FAX:</b> _____ <b>(A/C No. Ext):</b> _____ <b>(A/C. No):</b> _____ <b>E-MAIL:</b> _____ <b>ADDRESS:</b> _____ <b>PRODUCER:</b> _____ <b>CUSTOMER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

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	MODEL YEAR	CLASS	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Lib. <input checked="" type="checkbox"/> Blanket Waiver GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		8018141832	06/01/2017	06/01/2018	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 - COMPROP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRER AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		8018203376 - NO DED. 1601873 MASS AUTO NO DED MA AUTO INCLDS. NOSH	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ Medical Exp. \$ 5,000
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		8018203362 FOLLOW FORM	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			8017185238 ALL STATES LONGSHORE/MA	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> WE STATE TORY 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			8018141832	06/01/2017	06/01/2018	Valuable Papers \$ 2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Manchester I-293 Exits 6 & 7 16098 (Part B) Intrust of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

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

OP ID: C1

## CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Pooles Professional Ltd. 107 Audubon Rd. #2, Ste. 306 Watford, MA 01830	781-245-5400	CONTACT Christopher A. Pooles PHONE (A/C, No, EXT): 781-245-5400 FAX (A/C, No): 781-245-5483
INSURED Vanasse Hangen Brustlin, Inc. VHB Eng. Surveying & Landscape Arch. P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., NC PC P. O. Box 9161 Watertown, MA 02471		INSURER AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company NAIC # 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

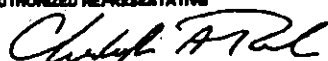
INSR LTR	TYPE OF INSURANCE	ADDL. INFO	POLICY NO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (if applicable) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HYBID AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Engrs. Prof. Liab. Incl. Prof. Liab.	Y/N N/A	DPR9918924 FULL PRIOR ACTS	07/19/2017	07/19/2018	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Per Claim 5,000,000 Aggregate 5,000,000

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

RE: 18099 Part B/ MANCHESTER  
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.  
 Deductible Amount: \$75,000

## CERTIFICATE HOLDER

## CANCELLATION

NHDOT-1  New Hampshire Department of Transportation John O. Morton Building 1 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 
--	---

ACORD 28 (2016/03)

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



*l.a.m.*  
**58**

**VICTORIA F. SHEEHAN  
COMMISSIONER**

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

Bureau of Highway Design  
March 13, 2017

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

**REQUESTED ACTION**

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

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

**EXPLANATION**

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

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

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

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

Sincerely,

Victoria F. Sheehan  
Commissioner



**AGREEMENT AMENDMENT**

**MANCHESTER 16009 (PART B)**

**VANASSE HANGEN BRUSTLIN, INC.**

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

**Consultant**

WITNESS TO THE CONSULTANT

CONSULTANT

By: [Signature]

By: [Signature]

Dated: 3/10/17

Dated: 3/10/17

S.P.V.P. (Title)

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: [Signature]

By: [Signature]

Dated: 3/29/17

Dated: 3/29/17

Director of Project Dev't

for DOT COMMISSIONER

**Attorney General**

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

Dated: 4/17/17

By: [Signature]  
Assistant Attorney General

**Secretary of State**

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

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

Attest:

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

**VANASSE HANGEN BRUSTLIN, INC.**

**Certificate of Vote**

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

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

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

**VOTED:**

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

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

ATTEST:

Date: March 10, 2017

  
Clerk

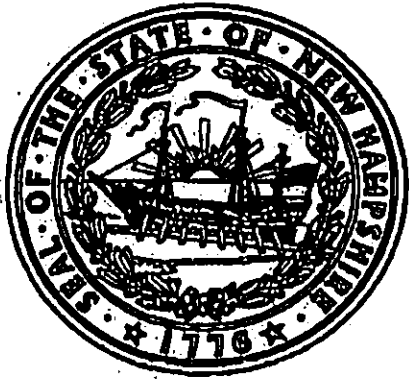
(Corporate Seal)

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

**CERTIFICATE**

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

Business ID: 104275



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

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

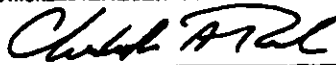
COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

YEAR LTR	TYPE OF INSURANCE	ADDL RDR	SUBS RDR	POLICY NO.	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6018141932	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					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 A B B	AUTOMOBILE LIABILITY		X	6018203376  1501873 - MASS - RENEWAL 1501873 - MASS ONLY MA AUTO INCLDS. NO&H	05/01/2016  06/13/2016 06/13/2016	05/01/2017  06/13/2017 06/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input 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) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6018203382	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6017185236 ALL STATES	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTI-FER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	<input type="checkbox"/> Office Package			6018141932	05/01/2016	05/01/2017	Valuable Papers 2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 901, Additional Remarks Schedule, if more space is required)  
Re: Manchester I-293 Exits 6 & 7 16099 (Part B) Intrest of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER      CANCELLATION

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



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)

07/13/2016

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

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

<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> _____	<input checked="" type="checkbox"/>
	<b>PHONE:</b> (A/C No. Ext: _____)	
	<b>FAX:</b> (A/C No. Ext: _____)	
	<b>ADDRESS:</b> PRODUCER: _____ CUSTOMER ID #: <b>VANAS-1</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(S) AFFORDING COVERAGE</b>	
	<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>	

**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.

INSURANCE TYPE	TYPE OF INSURANCE	ADDL. INSURER (RIS, RFD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  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 - COMP/OP AGG \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			
<b>A</b> ARCH/ENG. E&O Incl. Pollution/Liab			DPR9807174 FULL PRIOR ACTS	07/19/2016	07/19/2017	Ea. Claim 8,000,000 Aggregate 8,000,000

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. For: Manchester 1-283 Exits 6 & 7, 16099 (Part B), 30 day notice of cancellation except 10 day notice for non-payment of premium.

**CERTIFICATE HOLDER**

NHDOT-1

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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SEP 17 2015 10:19 AM  
**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



29  
Beards

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

Bureau of Highway Design  
August 25, 2015

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

**REQUESTED ACTION**

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

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

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

**EXPLANATION**

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

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

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

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

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

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

Sincerely,

  
William Cass, P.E.  
Assistant Commissioner



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)  
09/01/2016

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

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PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 306 Watertown, MA 01880 Christopher A. Poole	CONTACT NAME:		FAX (AGL, Not):
	PHONE (AGL, Not, Ext):		
	E-MAIL:		
	ADDRESS:		
	PRODUCER:		
	CUSTOMER ID #:	VANAS-1	
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Vanasse Hangen Brustlin, Inc.; VHB Engineering, Surveying & Landscape Arch., P.C.; Vanasse Hangen Brustlin, LLC, VHB Eng., NC, PC P. O. Box 9161 Watertown, MA 02471	INSURER A:	Continental Casualty Company	20443
	INSURER B:	Safety Insurance Company	39454
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	INSURER G:		

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.

LINE	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF.	POLICY EXP.	LIMITS
NO.		INSUR.		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY	X	8018141832	06/01/2016	05/01/2016	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 Libab.					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Waiver					GENERAL AGGREGATE \$ 2,000,000
	GENL. AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMFYOP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.					\$
A	AUTOMOBILE LIABILITY	X	8018203376	06/01/2016	05/01/2016	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000
	<input 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		1501673 - MASS ONLY	06/13/2016	06/13/2016	\$
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS		MA AUTO ENCLDS. NO&H			\$
A	UMBRELLA LIAB	X	8018203362	05/01/2016	05/01/2016	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	8017186236	06/01/2016	05/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Office Package		8018141832	06/01/2016	05/01/2016	Valuable Papers 2,250,000

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

Re: Manchester I-293 Exits 6 & 7 16089 (Part B) Intrust of the New Hampshire Department of Transportation is included as additional insured under the above indicated policies only subject to all policy terms and conditions. 30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

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

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PB

DATE (MM/DD/YYYY)  
09/01/2016

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<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> _____ <b>PHONE:</b> _____ <b>FAX:</b> _____ <b>EMAIL:</b> _____ <b>ADDRESS:</b> _____ <b>PRODUCER:</b> _____ <b>PRODUCER ID #:</b> VANAS-1
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Vanessa Hangan Brustlin, Inc. VHB Engineering, Surveying & Landscape Arch. PC Vanessa Hangan Brustlin, LLC P. O. Box 9151 Watertown, MA 02471	<b>INSURER A:</b> XL Specialty Insurance Company <b>RNC #</b> 37888
	<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 LTA	TYPE OF INSURANCE	ADDL INSR RISK	INSR RISK	POLICY NO.	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 (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP 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 (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION            AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) DESCRIPTION OF OPERATIONS below		N/A				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>ARCH/ENG. E&amp;O</b> Incl. Pollution Lab			DPR9724748	07/19/2016	07/19/2016	Ea. Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / WORDS (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. Re: Manchester 1-283 Exits 6 & 7, 16089 (Part B) 30  
 10 day notice of cancellation except 10 day notice 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.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

Bureau of Highway Design

JEFF DRILLHART, P.E.
ASSISTANT COMMISSIONER

January 19, 2012

Handwritten notes in a circle: G+C, #84, 3/7/12

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

Requested Action

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

Funding is available as follows:

04-96-96-961017-7507 Central NH Turnpike
400-500870 Highway Contract Payments-DOT
FY 2012 \$883,591.00

EXPLANATION

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

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

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

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

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

Consultant Firm

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

Office Location

- Manchester, NH
- Manchester, NH
- Belford, NH
- Concord, NH
- Boston, MA
- Belford, NH

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

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

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

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

Sincerely,



Christopher D. Clement, Sr.  
Commissioner