



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
December 17, 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 amend PO #5000389, with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, to prepare the second phase of the preliminary engineering design for the US 3 and NH 25 corridor in Meredith, by **retroactively** extending the completion date from September 25, 2015 to September 1, 2016, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on July 10, 2013, Item #115. Time extension only, no new funding.

EXPLANATION

This item is **retroactive** because work on the contract was stopped for a 6-month period due to a turnover of Selectmen in the Town of Meredith, and during this period of inactivity the consultant lost track of the current completion date.

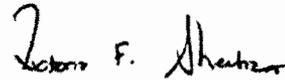
The purpose of this planning, engineering, and environmental consulting services agreement is to address transportation system needs along approximately one and one-half miles of US 3 and NH 25, extending from the US 3/NH 104 intersection in the Town of Meredith northerly to the intersection of US 3 and NH 25, then easterly along NH 25 to the vicinity of Pleasant Street. The development of the preliminary engineering for this project is expected to be performed in three phases (Parts A, B, and C). This contract is for the second phase (Part B) only. The purpose of Part B for this project is to assist the Department in the selection of a preferred alternative for reconstruction in these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Meredith 10430).

This time extension amendment is necessary because in January 2015 the Town of Meredith rejected the Preferred Alternative developed by the Project Advisory Committee. After the Selectboard rejected the alternative there was a turn over of 4 of the 5 selectmen at the March 2015 Town elections. As such the Department had the Consultant stop work on any engineering efforts for the project until the Town was in a position to begin talking about other potential alternatives. When the Town did recommend other potential alternatives to the Department that they might support there was a recognition that we needed more time to complete the development and approval of these potential alternatives. The approximate 11 month extension will allow the development of the alternatives, completion of environmental documentation and building of public consensus in order to proceed. Of the original \$408,923.76 amount for this contract, there is a balance of approximately \$223,000 remaining (100% Federal 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,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

MEREDITH
STP-F-X-0241(014)
10430
(PART B)
(Agreement Dated May 30, 2013, PO# 4003683)

Bureau of Highway Design
Room 200 (CMF)
Tel. (603) 271-2165
Fax (603) 271-7025

November 23, 2015

Mr. Michael D. Long, P.E.
McFarland-Johnson, Inc.
53 Regional Drive
Concord, NH 03301

Dear Mr. Long:

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	September 25, 2015
By this letter, amended to	September 1, 2016

This no-additional-cost change order for the retroactive time extension is as requested by your letter dated November 10, 2015.

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

Sincerely,

Donald A. Lyford, P.E.
Project Manager

Approved: Christopher M. Waszczuk, P.E.
Director of Project Development

We concur in the above Amendment.

McFARLAND - JOHNSON, INC.

By: _____

James M. Festa

Title: Senior Vice President/COO

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AGREEMENT AMENDMENT

MEREDITH, STP-F-X-0241(014), 10430 (Part B)

McFARLAND-JOHNSON, 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: *Linda M. Moretti*
Administrative Assistant

Dated: 11/23/15

CONSULTANT
By: *[Signature]*
Senior Vice President/COO (Title)

Dated: 11/23/15

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Michelle Garcia*

Dated: 12/8/15

THE STATE OF NEW HAMPSHIRE

By: *[Signature]*
for DOT COMMISSIONER

Dated: 12/8/15

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: 1/6/16

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

**CERTIFICATE OF SECRETARY
OF
McFARLAND-JOHNSON, INC.
ATTESTING TO THE ADOPTION OF BOARD RESOLUTION**

I, Frank J. Greco, Secretary of McFarland-Johnson, Inc., certify that on March 11, 2015, at a Meeting of the Board of Directors of McFarland-Johnson, Inc., the Directors, acting unanimously, adopted the following resolution:

RESOLVED, that the following elected Officers and employees of the Corporation are authorized to sign contracts in the name of, and on behalf of, the Corporation, in accordance with corporate policies and rules:

<u>Name</u>	<u>Office</u>
Richard J. Brauer	- President/CEO – Engineering
James M. Festa	- Sr. Vice President/COO/Chief Engineer/ Binghamton Regional Office Manager
Frank J. Greco	- Sr. Vice President/CFO/Secretary/Treasurer
Chad G. Nixon	- Sr. Vice President/BDO
Frederick D. Mock	- Vice President
Michael D. Long	- Concord Regional Office Manager

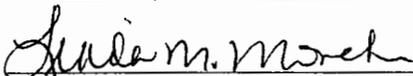
I certify that as a result of the action of the Board of Directors, James M. Festa, Senior Vice President/COO/Chief Engineer/Binghamton Regional Office Manager of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Meredith STP-F-X-0241(014), 10430 (Part B), in the name of and on behalf of the Corporation for the rendering of services by the Corporation.



Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO
this 23rd day of November 2015



Notary Public

LINDA M. MORECH
Notary Public, State of New York
No. 012027

Resident in Sullivan County
My commission expires

L:[LOO/MISC/FJG]002A

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 MCFARLAND-JOHNSON, INC. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on February 14, 1969. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2015

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

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

PRODUCER Robert J. Hanafin, A Division of IOA Northeast Inc 204 Washington Ave. Endicott NY 13760		CONTACT NAME: Renee Davidson PHONE (A/C, No. Ext): (607) 754-3500 E-MAIL ADDRESS: renee.davidson@ioausa.com FAX (A/C, No.): (607) 754-9797															
INSURED McFarland Johnson, Inc. 49 Court Street PO Box 1980 Binghamton NY 13902-1980		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Underwriters Insuranc</td> <td>30104</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER D: Hartford</td> <td>100</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Sentinel Insurance Company	11000	INSURER B: Hartford Underwriters Insuranc	30104	INSURER C: Hartford Casualty Insurance Co	29424	INSURER D: Hartford	100	INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: 16-17 Master 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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		018BAAQ4702	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		010UECGF9204	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01JXUWZ3498	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01WBCPT5691	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	VALUABLE PAPERS & RECORDS			018BAAQ4702	1/1/2016	1/1/2017	BLANKET LIMIT \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Meredith STP-F-X-0241(014), 10430, Part B.
State of New Hampshire, NEDOT shall be named as Additional Insured.

CERTIFICATE HOLDER New Hampshire Department of Transportation P.O. Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Blanchard/LORI <i>Deborah K Blanchard</i>
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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/10/2015

PRODUCER
Fenner & Esler Agency, Inc.
PO Box 60
Oradell, NJ 07649

1-201-262-1200

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

INSURERS AFFORDING COVERAGE

INSURED
McFarland-Johnson, Inc.
att: Frank J. Greco
49 Court Street, Metrocenter
PO Box 1980
Binghamton, NY 13902-1980

INSURER A: Atlantic Specialty Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Professional Liability	DPL-4423-15 FULL PRIOR ACTS	06/15/15	06/15/16	Per Claim \$ 5,000,000 Annual Aggregate \$ 5,000,000 Deductible per clm \$ 50,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Portsmouth 13455, STP-X-5379(025), US Route 1 Bypass, MJ Project No. 17402.00
 Bow-Concord, 13742A, Meredith 10430, STP-F-X-0241(014)
 Deductible: \$50,000

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

New Hampshire Department of Transportation

P. O. Box 483
 7 Hazen Drive
 Concord, NH 03302-0483

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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



115

**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

Bureau of Highway Design
June 4, 2013

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 McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, for a total fee not to exceed \$408,923.76, to prepare the second phase of the preliminary engineering design for the US 3 and NH 25 corridor in Meredith, effective upon Governor and Council approval, through September 25, 2015. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds in FY 2014, as follows:

04-96-96-963515-3054	<u>FY 2014</u>
Consolidated Federal Aid	
046-500463 Eng Consultants Non-Benefit	\$408,923.76

EXPLANATION

The Department requires planning, engineering, and environmental consulting services to address transportation system needs along approximately one and one-half miles of US 3 and NH 25, extending from the US 3/NH 104 intersection in the Town of Meredith northerly to the intersection of US 3 and NH 25, then easterly along NH 25 to the vicinity of Pleasant Street. The development of the preliminary engineering for this project is expected to be performed in three phases (Parts A, B, and C). This contract is for the second phase (Part B) only. The purpose of Part B for this project is to assist the Department in the selection of a preferred alternative for reconstruction in these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Meredith 10430).

On February 22, 2006, the Governor and Council authorized the Part A Agreement (Item #66 copy attached) to prepare base plans, inventory resources, and develop conceptual alternatives which will be carried forward for further development and analysis under Parts B and C.. The Department reserved the right to either negotiate a scope and fee for the Part B final design services or terminate the contract. Since the firm of McFarland-Johnson, Inc. satisfactorily completed the planning study (Part A) for this project, the Department proposes to continue with this firm to perform the preliminary design (Part B) effort. Assuming a successful Public Hearing, the Department reserves the right to either negotiate a scope and fee for Part C (final design), or terminate the contract with McFarland-Johnson, Inc.

The entire planning and design process will incorporate context sensitive solutions and techniques, and will include a comprehensive public participation process that will include meetings with officials and citizens of Meredith, the Project Advisory Task Force, the Lakes Region Planning Commission, as well as officials and citizens of neighboring towns. As the project develops, the general public will also be involved.

The Range of Reasonable Alternatives determined in Part A will be evaluated in Part B to help determine a preferred alternative. However, it is anticipated that the current project funding will not be sufficient to complete all of the improvement components proposed by any of the reasonable alternatives. A two phase process will be

undertaken in Part B to: 1) establish the preferred alternative for the Village Core, and 2) carry forward a portion of the preferred alternative, focused around the main US 3/NH 25 intersection, into the formal environmental documentation and public hearing process. The first phase will establish the preferred alternative for the Village Core and will clearly define the priorities for its implementation. The second phase will begin with the highest priority elements and carry them into a formal environmental evaluation process.

McFarland-Johnson, Inc. has agreed to furnish the required services for a total fee not to exceed \$408,923.76. 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 project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal funds.

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