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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



SF

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
May 31, 2022

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 #5000389, with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, to prepare the second phase of the preliminary engineering design for the section of Interstate 93 passing through Bow and Concord from I-89 through I-393, by extending the completion date from June 30, 2022 to December 31, 2023, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on November 20, 2013, Item #123. Time extension only, no new funding.

EXPLANATION

The purpose of this professional engineering design and environmental consultant services agreement is to address long-term safety and capacity needs, along approximately four miles of the Interstate 93 (I-93) corridor, from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in the City of Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393. 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 system analysis, preparing base plans, inventorying resources, and screening conceptual alternatives. This contract is for the second phase (Part B) only. The purpose of Part B is to assist the Department in the selection of a preferred alternative for reconstruction within 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 (Bow-Concord 13742).

On June 6, 2018, the Governor and Council authorized a fee increase amendment to the Agreement (Item #51; copy of Resolution attached) in the amount of \$86,011.05. This amendment increased the original total amount payable of \$1,660,885.66 to \$1,746,896.71. The additional work associated with that amendment involved completion of a Benefit Cost Analysis and Technical Feasibility Report for interchange modifications in order to help assess economic impacts or advantages with the build vs no-build.

On June 19, 2019, the Governor and Council authorized a fee increase and time extension amendment to the Agreement (Item #96; copy of Resolution attached) in the amount of \$159,206.94 (from \$1,746,896.71 to \$1,906,103.65) to develop and model project changes in response to suggestions/concerns expressed by the Town of Bow and the City of Concord as a result of testimony received at the November 14, 2018 Public Hearing. Associated with the testimony from the hearing will be changes and updates to the NEPA environmental documentation. Additional public involvement is also required to be able to reach a consensus on a preferred alternative.

On January 22, 2021, Governor and Council authorized a fee increase of \$593,435.24. This amendment increased the total amount payable of \$1,906,103.65 to \$2,499,538.89. This amendment involved additional work associated to complete the remaining NEPA process and preliminary design to accommodate changes suggested by Bow and

Concord, as well as, to address the maximum labor rate allowance (increase from original contract of \$50 hourly rate cap).

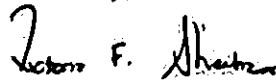
The current time extension amendment is required because the final decision on the preferred alternative has been delayed due to ongoing coordination with the City of Concord which is beyond the control of the consultant. Of the previously amended \$2,499,538.89 amount for this contract, there is a balance of approximately \$590,000.00 remaining (100% Turnpike Funds).

The initial time extension amendment extended the original completion date of December 31, 2015 to June 30, 2017, and was approved by Governor and Council on November 18, 2015 (Item #4A). The second time extension amendment extended the completion date to June 30, 2018 and was approved by Governor and Council on May 3, 2017 (Item #5A). The third time extension extended the completion date to June 30, 2019 and was approved by Governor and Council on June 6, 2018 (Item #51). The fourth time extension extended the completion date to June 30, 2020 and was approved by Governor and Council on June 19, 2019 (Item #96). The fifth extension extended the completion date to December 31, 2020 and was approved by Governor and Council on June 24, 2020 (Item #5C). The sixth extension amended the contract's completion date from December 31, 2020 to June 30, 2022 (Item #57). Copies of the resolutions are 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

BOW-CONCORD
13742 (Part B)
I-93 Improvements
Time Extension Amendment #5
(Agreement Dated October 7, 2013,
Contract No. 5000389)

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

May 23, 2022

Mr. Gene McCarthy, P.E.
Project Manager
McFarland-Johnson, Inc.
53 Regional Drive
Concord, NH 03301

Dear Mr. McCarthy:

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

Table with 2 columns: Description of amendment and Date. Rows include Original Completion Date (December 31, 2015) and multiple amendments to June 30 and December 31 for various years from 2017 to 2023.

This no-additional-cost change order for the extension is as requested by your letter dated February 24, 2022. This amendment becomes effective upon approval by the Governor and Council.

Sincerely,

[Handwritten signature of Jason M. Ayotte]

Jason M. Ayotte, P.E.
Project Manager

[Handwritten signature of William J. Cass]

Director of Project Development

Approved:

William J. Cass, P.E.

Assistant Commissioner

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By: [Handwritten signature]
Chief Executive Officer

Title: _____

JMA/jma

s:\highway-design\towns\bowl13742\agreements\consultant\part b - preliminary\2. contract management (standalone)\3. amendments\amendment 7 - 2022 time extension\2022-05-23_m-j time extension letter.docx

AGREEMENT AMENDMENT

BOW-CONCORD, T-A000(018), 13742 (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: *Leada M. Moresan*
Administrative Assistant

Dated: 5/24/22

CONSULTANT

By: *James H. Futo*
Chief Executive Officer (Title)

Dated: 5/24/22

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Natalasha Lila*

Dated: 5/24/2022

THE STATE OF NEW HAMPSHIRE

By: *[Signature]*
Director of Project Development
For DOT COMMISSIONER

Dated: 5/24/2022

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: 6/9/2022

By: *Emily C. [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

State of New Hampshire

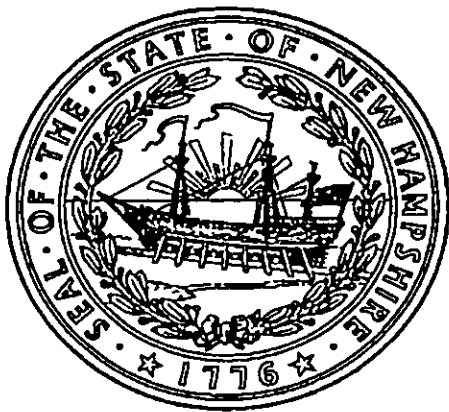
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MCFARLAND JOHNSON is a New Hampshire Trade Name registered to transact business in New Hampshire on January 25, 2013. 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: 686326

Certificate Number: 0005777415



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

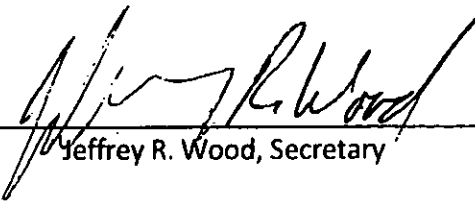
**CERTIFICATE OF SECRETARY
OF
McFARLAND-JOHNSON, INC.
ATTESTING TO THE ADOPTION OF BOARD RESOLUTION**

I, Jeffrey R. Wood, Secretary of McFarland-Johnson, Inc., certify that on March 30, 2022, 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 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> |
|--------------------|--------------------------------------|
| James M. Festa | - CEO – Engineering |
| Chad G. Nixon | - President |
| Frank J. Greco | - Sr. Vice President/CFO |
| Jeffrey R. Wood | - Vice President/Secretary/Treasurer |
| Thomas T. Kendrick | - Vice President |
| John L. Mafera | - Vice President |

I certify that as a result of the action of the Board of Directors, James M. Festa, CEO-Engineering of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including 13742 Bow-Concord Contract Extension, in the name of and on behalf of the Corporation for the rendering of services by the Corporation.




Jeffrey R. Wood, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 24th day of May 2022



Notary Public

LINDA M. MONAHAN
Notary Public, State of New York
No. 4968747
Residing in Bronx County
My commission expires 7/26

L:\LOO\CORP\MISC\JRW



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2022

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 Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901 | CONTACT NAME: Michael Burns | |
| | PHONE (A/C, No, Ext): (607) 754-0329 45230 | FAX (A/C, No): (607) 754-9797 |
| E-MAIL ADDRESS: Michael.Burns@ioausa.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: National Fire Insurance Co of Hartford | | 20478 |
| INSURER B: Transportation Insurance Company | | 20494 |
| INSURER C: Continental Insurance Company | | 35289 |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED
 McFarland Johnson, Inc.
 49 Court Street
 Suite 240
 Binghamton, NY 13901

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | X | X | 6056803227 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | 6056803213 | 1/1/2022 | 1/1/2023 | 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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | X | 6056803244 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC656803230 | 1/1/2022 | 1/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Val Pprs & Records | | | 6056803227 | 1/1/2022 | 1/1/2023 | Blanket Limit \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: 13742 Bow-Concord Contract Extension

New Hampshire Department of Transportation and all other parties as required by written contract are additional insured on a primary and noncontributory basis including completed operations in regard to general liability per endorsement numbers CNA74858NY, CNA75079XX, CNA74987XX, in regard to auto per endorsement number CNA71627. A Waiver of Subrogation applies in favor of the certificate holder, owner and all other parties as required by written contract in regard to general liability per endorsement number CNA74858NY, in regard to auto per endorsement, number CA 04 44 10 13, in regard to workers compensation per endorsement WC 00 03 13. The umbrella policy is following form of the underlying policies per endorsement #CNA76604XX.

| | |
|--|--|
| CERTIFICATE HOLDER New Hampshire Department of Transportation PO Box 483 Concord, NH 03302 | 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 |
|--|--|



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2022

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 Fenner & Esler Agency, Inc. PO Box 60 Oradell, NJ 07649 USA | 1-201-262-1200 | CONTACT NAME: Timothy P. Esler, CPCU PHONE (A/C, No, Ext): 201-262-1200 E-MAIL ADDRESS: carts@fenner-esler.com FAX (A/C, No): 201-262-7810 |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Berkshire Hathaway Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED McFarland-Johnson, Inc. att: Frank J. Greco 49 Court Street Suite 240 Binghamton, NY 13901 USA | NAIC # | |

| | | |
|------------------|--------------------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: 535282507 | REVISION NUMBER: |
|------------------|--------------------------------------|-------------------------|

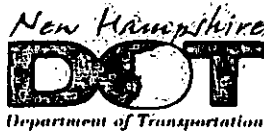
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 IN30 | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|-------------------------------------|-------------------------|-------------------------|---|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED 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 | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ | |
| A | Prof/Poll Liability | | | 47-BPP-305431-05 FULL PRIOR ACTS | 06/15/22 | 06/15/23 | Per Claim 5,000,000 Annual Aggregate 5,000,000 Deductible per clm 50,000 | |

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

13742 Bow-Concord Contract Extension

| | |
|---|--|
| CERTIFICATE HOLDER New Hampshire Department of Transportation P. O. Box 483 Concord, NH 03302-0483 USA | 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 |
|---|--|



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C # 57
Date 1/22/21



William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
November 20, 2020

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 retroactively amend Contract #5000389, with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, to prepare the second phase of the preliminary engineering design for the section of Interstate 93 passing through Bow and Concord from I-89 through I-393, by increasing the total amount payable by \$593,435.24 (from \$1,906,103.65 to \$2,499,538.89) for additional design services, effective upon Governor and Council approval. 100% Turnpike Funds.

Funds to support this request are available in the following account in State FY 2021, and are contingent upon the availability and continued appropriation of funds in FY 2022 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

| | <u>FY 2021</u> | <u>FY 2022</u> |
|--|----------------|----------------|
| 04-96-96-961017-7507 Central NH Turnpike 046-500463 Eng Consultants Non-Benefits | \$395,000.00 | \$198,435.24 |

The Central Turnpike Fund, AU 7507, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular segment of the project incurring expenses as a result of this request.

2. Further, authorize to amend the contract's completion date from December 31, 2020 to June 30, 2022, effective upon Governor and Council approval.

EXPLANATION

This item is requested to be retroactive as the overall review and approval process for the contract amendment took longer than expected to complete. On November 20, 2013, the Governor and Council authorized the subject engineering and environmental services Agreement (Item #123; copy of Resolution attached) in the amount of \$1,660,885.66 to address long-term safety and capacity needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in the City of Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393. 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 system analysis, preparing base plans, inventorying resources, and screening conceptual alternatives. This contract is for the second phase (Part B) only. The purpose of Part B is to assist the Department in the selection of a preferred alternative for reconstruction within 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 (Bow-Concord 13742).

On June 6, 2018, the Governor and Council authorized a fee increase amendment to the Agreement (Item #51; copy of Resolution attached) in the amount of \$86,011.05. This amendment increased the original total amount payable of \$1,660,885.66 to \$1,746,896.71. The additional work associated with that amendment involved completion of a Benefit Cost Analysis and Technical Feasibility Report for interchange modifications, in order to help assess economic impacts or advantages with the build vs no-build.

On June 19, 2019, Governor and Council authorized a fee increase of \$159,206.94. This amendment increased the total amount payable of \$1,746,896.71 to \$1,906,103.65. This amendment involved additional effort to develop and model project changes in response to suggestions/concerns expressed by the Town of Bow and the City of Concord as a result of testimony received at the November 14, 2018 Public Hearing. Associated with the testimony from the hearing will be changes and updates to the NEPA environmental documentation. Additional public involvement is also required to be able to reach a consensus on a preferred alternative.

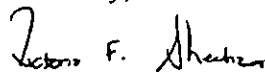
This amendment is to increase the total amount payable under this Agreement by \$593,435.24 as payment for additional design services by McFarland-Johnson, Inc. for work to complete the remaining NEPA process and preliminary design to accommodate changes suggested by Bow and Concord.

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. There have been several amendments and time extensions from the original completion date of December 31, 2015 to the current completion date of December 31, 2020 (Copies of resolutions 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
Bureau of Highway Design
Room 200 (CMF)
Tel. (603) 271-2171
Fax: (603) 271-7025

BOW-CONCORD
13742 (Part B)
I-93 Improvements
Fee Increase Amendment #3 & Time Extension Amendment #6
(Agreement Dated October 7, 2013,
Contract No. 5000389)

November 19, 2020

Mr. Gene McCarthy, P.E.
Project Manager
McFarland-Johnson, Inc.
53 Regional Drive
Concord, NH 03301

Dear Mr. McCarthy:

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 McFarland-Johnson, Inc. in their letter dated October 23, 2020.

Article I, Section G (Date of Completion) is being amended to 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 from December 31, 2015 to June 30, 2022.

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by \$593,435.24 as payment for additional design services by McFarland-Johnson, Inc. for work to complete the remaining NEPA process and preliminary design to accommodate changes suggested by Bow and Concord, as well as, to address the current \$60/hr maximum labor rate allowance (increase from original contract of \$50 rate cap).

The portion of Article II, Section A (General Fee) specifying the maximum direct-labor rate is being amended to read as follows: In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be \$60.00 per hour, unless a waiver to the salary cap has been specifically approved for specialty services.

"The total amount to be paid under this AGREEMENT shall not exceed \$2,499,538.89, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of March 20, 2013, March 21, 2018, April 16, 2019 and October 23, 2020),..."

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 \$383,082.48, from \$1,108,363.88 to \$1,491,446.36.
- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by \$38,308.25, from \$102,816.14 to \$141,124.39.

- Increases the estimated amount of (c) reimbursement for direct, out-of-pocket expenses by \$3,000.00, from \$4,400.00 to \$7,400.00.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Applied Economic Research, which remains at \$66,232.48.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Carol R. Johnson, Inc., which remains at \$21,385.56.
- Increases the estimated amount of (d) reimbursement for actual cost of subconsultant Preservation Company, by \$110,010.00 from \$118,899.71 to \$228,909.71.
- Increases the estimated amount of (d) reimbursement for actual cost of subconsultant Independent Archaeological Consulting, LLC, by \$5,012.50 from \$10,718.25 to \$15,730.75.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Resilience Planning and Design (formerly Jeffrey H. Taylor & Associates) which remains at \$15,733.50.
- Increases the estimated amount of (d) reimbursement for actual cost of subconsultant Nobis Engineering, by \$6,667.34, from \$14,945.99 to \$21,613.33.
- Increases the estimated amount of (d) reimbursement for actual cost of subconsultant Resource Systems Group, Inc., by \$47,354.67, from \$291,745.59 to \$339,100.26.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant TranSystems, which remains at \$150,862.55.

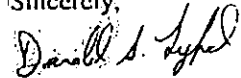
Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed \$2,499,538.89, unless otherwise authorized."

The above additional work revises the total amount payable under this Agreement, which increases by \$593,435.24, from \$1,906,103.65 to \$2,499,538.89 by this amendment.

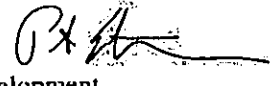
This amendment becomes effective upon approval by the Governor and Council.

Sincerely,



Donald A. Lyford, P.E.
Project Manager

Approved:

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

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By: 

Title: Chief Executive Officer

DAL/cmp
Attachments

AGREEMENT AMENDMENT

BOW-CONCORD, T-A000(018), 13742 (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: Paige Kingsley
Office Coordinator

Dated: 11/17/2020

CONSULTANT

By: James H. Jents
Chief Executive Officer (Title)

Dated: 11/17/2020

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jouvelakas

Dated: 11/19/2020

THE STATE OF NEW HAMPSHIRE

By: P. H. Director of Project Development

for DOT COMMISSIONER
Dated: 11/19/2020

Attorney General

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

Dated: 12/2/2020

By: Alvin B. Jansin
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on JAN 22 2021 approved this amended AGREEMENT.

Dated: JAN 22 2021

Attest:
By: [Signature]

Secretary of State
DEPUTY 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 27, 2020, 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 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> |
|--------------------|--|
| James M. Festa | - CEO – Engineering |
| Chad G. Nixon | - President |
| Frank J. Greco | - Sr. Vice President/CFO/Secretary/Treasurer |
| Thomas T. Kendrick | - Vice President |
| Jeffrey R. Wood | - Vice President |

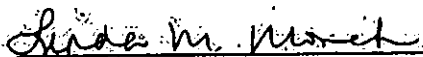
I certify that as a result of the action of the Board of Directors, James M. Festa, CEO-Engineering of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Bow-Concord 13742 (Part B) I-93 Improvements, in the name of and on behalf of the Corporation for the rendering of services by the Corporation.


Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 17th day of November 2020



Notary Public

LINDA M. MONAHAN
Notary Public, State of New York
No. 4968747
Residing in Broome County
My commission expires 7/2/22

L:\LOO\MISC\FJG\003A

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. is a New York Profit Corporation registered to transact business in New Hampshire on February 14, 1969. 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: 2302

Certificate Number: 0004912969



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2020.

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

William M. Gardner
Secretary of State



MCFAJOH-01

KLISHM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2020

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: Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901 | CONTACT: Michael Burns PHONE: (607) 754-0329 45230 FAX: (607) 754-9797 EMAIL: Michael.Burns@ioausa.com |
| | INSURER(S) AFFORDING COVERAGE: |
| INSURED: McPartland Johnson, Inc. 49 Court Street PO Box 1980 Binghamton, NY 13902-1980 | INSURER A: National Fire Insurance Co of Hartford 20478 |
| | INSURER B: Continental Insurance Company 35289 |
| | INSURER C: Valley Forge Insurance Company 20508 |
| | INSURER D: |
| | INSURER E: |


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 | ADDITIONAL INSURED (IND. BY) | 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 POLICY <input checked="" type="checkbox"/> PER <input checked="" type="checkbox"/> LOC OTHER: | X | 8056803227 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (ADV SER EXPENSE) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | 8056803213 | 1/1/2021 | 1/1/2022 | COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 8056803244 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | WC856803230 | 1/1/2021 | 1/1/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL, EACH ACCIDENT \$ 1,000,000 EL, DISEASE - EA EMPLOYEE \$ 1,000,000 EL, DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Val Pprs & Records | | 8056803227 | 1/1/2021 | 1/1/2022 | Blanket Limit 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Bow-Concord, 13742 (Part B) I-83 improvements

State of New Hampshire Department of Transportation and all other parties as required by written contract are additional insured on a primary and noncontributory basis including completed operations in regard to general liability per endorsement numbers CNA74858NY, CNA74987NY, in regard to auto per endorsement number SCA 23 500B31.

| | |
|--|---|
| CERTIFICATE HOLDER: New Hampshire Department of Transportation P. O. Box 483 Concord, NH 03302 | 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:  |

ACORD 25 (2018/03)

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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2020

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 Fenner & Esler Agency, Inc. PO Box 60 Oradell, NJ 07649 USA | CONTACT NAME: Timothy P. Esler, CPCU PHONE (A/C No. Ext): 201-262-1200 FAX (A/C No.): 201-262-781- E-MAIL ADDRESS: corts@fenner-esler.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---|--|------------|--|------------|--|------------|--|------------|--|------------|--|
| INSURED McFarland-Johnson, Inc. att: Frank J. Greco 49 Court Street Suite 240 Binghamton, NY 13901 USA | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Berkshire Hathaway-Specialty Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Berkshire Hathaway-Specialty Insurance | | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Berkshire Hathaway-Specialty Insurance | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 534924362 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------------------------|--------------------------|--------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTALS \$ PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Prof/Poll Liability | | | 47-EPP-305431-03 FULL PRIOR ACTS | 06/15/20 | 06/15/21 | Per Claim \$5,000,000 Annual Aggregate \$5,000,000 Deductible per claim \$50,000 |

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

Bow-Concord, 13742 Part B

| | |
|---|--|
| CERTIFICATE HOLDER New Hampshire Department of Transportation P. O. Box 483 Concord, NH 03302-0483 USA | 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 |
|---|--|



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

G+C # 5C
Date 6/24/20

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
May 12, 2020

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 #5000389, with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, to prepare the second phase of the preliminary engineering design for the section of Interstate 93 passing through Bow and Concord from I-89 through I-393, by extending the completion date from June 30, 2020 to December 31, 2020, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on November 20, 2013, Item #123. Time extension only, no new funding.

EXPLANATION

The purpose of this professional engineering design and environmental consultant services agreement is to address long-term safety and capacity needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in the City of Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393. 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 system analysis, preparing base plans, inventorying resources, and screening conceptual alternatives. This contract is for the second phase (Part B) only. The purpose of Part B is to assist the Department in the selection of a preferred alternative for reconstruction within 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 (Bow-Concord 13742).

On June 6, 2018, the Governor and Council authorized a fee increase amendment to the Agreement (Item #51; copy of Resolution attached) in the amount of \$86,011.05. This amendment increased the original total amount payable of \$1,660,885.66 to \$1,746,896.71. The additional work associated with that amendment involved completion of a Benefit Cost Analysis and Technical Feasibility Report for interchange modifications in order to help assess economic impacts or advantages with the build vs no-build.

On June 19, 2019, the Governor and Council authorized a fee increase and time extension amendment to the Agreement (Item #96; copy of Resolution attached) in the amount of \$159,206.94 (from \$1,746,896.71 to \$1,906,103.65) to develop and model project changes in response to suggestions/concerns expressed by the Town of Bow and the City of Concord as a result of testimony received at the November 14, 2018 Public Hearing. Associated with the testimony from the hearing will

be changes and updates to the NEPA environmental documentation. Additional public involvement is also required to be able to reach a consensus on a preferred alternative.

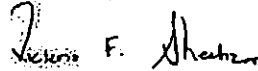
The current time extension amendment is required because the final decision on the preferred alternative involving building consensus among the Concord community has been delayed for reasons beyond the control of the consultant. The recent restrictions on public gatherings has further exacerbated the delay. Of the previously-amended \$1,906,103.65 amount for this contract, there is a balance of approximately \$38,700.00 remaining (100% Turnpike Funds).

There were also three previous time extension only amendments. The first time extension amendment extended the original completion date of December 31, 2015 to June 30, 2017; and was approved by Governor and Council on November 18, 2015 (Item #4A; copy of Resolution attached). The second time extension amendment extended the completion date to June 30, 2018, and was approved by Governor and Council on May 3, 2017 (Item #5A; copy of Resolution attached). The third time extension extended the completion date to June 30, 2019 and was approved by Governor and Council on June 6, 2018 (Item #51; 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

BOW-CONCORD
13742 (Part B)
I-93 Improvements
Time Extension Amendment #5
(Agreement Dated October 7, 2013,
Contract No. 5000389)

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

May 12, 2020

Mr. Gene McCarthy, P.E.
Project Manager
McFarland-Johnson, Inc.
53 Regional Drive
Concord, NH 03301

Dear Mr. McCarthy:

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 | December 31, 2015 |
| Amended to | June 30, 2017 |
| Amended to | June 30, 2018 |
| Amended to | June 30, 2019 |
| Amended to | June 30, 2020 |
| By this letter, amended to | December 31, 2020 |

This no-additional-cost change order for the extension is as requested by your letter dated May 7, 2020.

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

Sincerely,

Donald A. Lyford, P.E.
Project Manager

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

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By:

Title: Chief Executive Officer

DAL/wjh
s:\highway-design\towns\bow\13742\part b\consultant\time extension may 2020\m-j 05-12-20 tel.docx

AGREEMENT AMENDMENT

BOW-CONCORD, T-A000(018), 13742 (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. White*
Administrative Assistant

Dated: 5/12/20

CONSULTANT

By: *Frank J. ...*
Chief Executive Officer (Title)

Dated: 5/12/20

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *William J. ...*

Dated: May 14, 2020

THE STATE OF NEW HAMPSHIRE

By: *[Signature]*
Director of Project Development
for DOT COMMISSIONER

Dated: May 14, 2020

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: 6/4/20

By: *Allen Byers*
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on JUN 24 2020 approved this amended AGREEMENT.

Dated: JUN 24 2020

Attest: *[Signature]*
By: _____

DEPUTY 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 27, 2020, 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 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> |
|--------------------|--|
| James M. Festa | - CEO – Engineering |
| Chad G. Nixon | - President |
| Frank J. Greco | - Sr. Vice President/CFO/Secretary/Treasurer |
| Thomas T. Kendrick | - Vice President |
| Jeffrey R. Wood | - Vice President |

I certify that as a result of the action of the Board of Directors, James M. Festa, CEO-Engineering of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Bow-Concord 13742 (Part.B)-I-93-Improvements, in the name of and on behalf of the Corporation for the rendering of services by the Corporation.

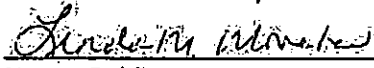


Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 12th day of May, 2020



Notary Public

State of New Hampshire

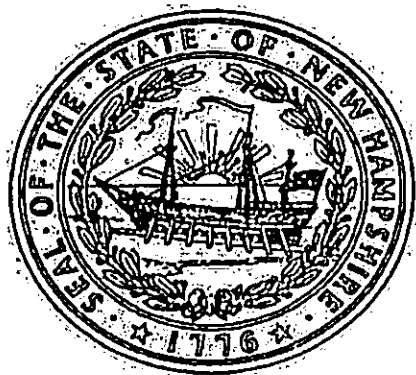
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MCFARLAND-JOHNSON, INC. is a New York Profit Corporation registered to transact business in New Hampshire on February 14, 1969. 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: 2302

Certificate Number: 0004912969



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2020.

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

William M. Gardner
Secretary of State



MCFAJ0H-01

KLISHM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2020

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 Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901 | | CONTACT NAME: Michael Burns PHONE (A/C, No, Ext): (607) 754-0329 45230 FAX (A/C, No): (607) 754-9797 E-MAIL ADDRESS: Michael.Burns@loausa.com | |
| INSURED McFarland Johnson, Inc. 49 Court Street Suite 240 Binghamton, NY 13901 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: National Fire Insurance Co of Hartford | NAIC # 20478 |
| | | INSURER B: Continental Insurance Company | 35289 |
| | | INSURER C: Valley Forge Insurance Company | 20508 |
| | | 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 (R/S) | SUBR (W/D) | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|----------|---|------------|------------|---------------|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | X | 6056803227 | 1/1/2020 | 1/1/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ev. Lease/Leasee) \$ 100,000 MED. EXP. (Any one person) \$ 15,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | LIMIT/AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> | | | | | | |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY | | | 6056803213 | 1/1/2020 | 1/1/2021 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | | | 6056803244 | 1/1/2020 | 1/1/2021 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| | DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) | Y/N | N/A | WC656803230 | 1/1/2020 | 1/1/2021 | <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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Bow-Concord, 13742

New Hampshire Department of Transportation and all other parties as required by written contract are additional insured on a primary and noncontributory basis including completed operations in regard to general liability per endorsement numbers CNA74858NY, CNA75079XX, CNA74987XX.

CERTIFICATE HOLDER:

New Hampshire Department of Transportation
 PO box 483
 Concord, NH 03302

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

Deborah K. Blanchard

ACORD 25 (2018/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2020

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| | |
|--|---|
| PRODUCER Fenner & Esler Agency, Inc. PO Box 60 Oradell, NJ 07649 INSURED McFarland-Johnson, Inc. att: Frank J. Greco 49 Court Street, Suite 240 Binghamton, NY 13901 USA | CONTACT NAME: Timothy P. Esler, CPCU PHONE (AC, No, Ext): 201-262-1200 E-MAIL ADDRESS: certs@fenner-esler.com FAX (AC, No): 201-262-781- |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A: Berkshire Hathaway Specialty Insurance | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 534908396 **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 SUBR INSD | YWD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|----------------|-----|-------------------------------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC UTILITIES: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> INTENTION \$ | | | | | | 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 | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | 47-EPP-305431-02 FULL PRIOR ACTS | 06/15/19 | 06/15/20 | Per Claim 5,000,000 Annual Aggregate 5,000,000 Deductible per clm 50,000 |

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

Bow-Concord, 13742 Part B

CERTIFICATE HOLDER

New Hampshire Department of Transportation

P.O. Box 483

Concord, NH 03302-0483

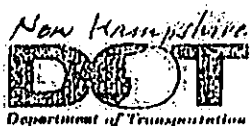
USA

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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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #96
Date 6-19-19



William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
May 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 #5000389, with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, to prepare the second phase of the preliminary engineering design for the section of Interstate 93 passing through Bow and Concord from I-89 through I-393, by increasing the total amount payable by \$159,206.94 (from \$1,746,896.71 to \$1,906,103.65) for additional design services, effective upon Governor and Council approval. 100% Turnpike Funds.

Funds to support this request are available in the following account in State FY 2019, and are contingent upon the availability and continued appropriation of funds in FY 2020 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

| <u>04-96-96-961017-7507</u> | <u>FY 2019</u> | <u>FY 2020</u> |
|---|----------------|----------------|
| Central NH Turnpike | | |
| 046-500463 Eng Consultants Non-Benefits | \$10,000.00 | \$149,206.94 |

2. Further, authorize to amend the contract's completion date from June 30, 2019 to June 30, 2020, effective upon Governor and Council approval.

EXPLANATION

On November 20, 2013, the Governor and Council authorized the subject engineering and environmental services Agreement (Item #123; copy of Resolution attached) in the amount of \$1,660,885.66 to address long-term safety and capacity needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in the City of Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393. 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 system analysis, preparing base plans, inventorying resources, and screening conceptual alternatives. This contract is for the second phase (Part B) only. The purpose of Part B is to assist the Department in the selection of a preferred alternative for reconstruction within 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 (Bow-Concord 13742).

On June 6, 2018, the Governor and Council authorized a fee increase amendment to the Agreement (Item #51; copy of Resolution attached) in the amount of \$86,011.05. This amendment increased the original total amount payable of \$1,660,885.66 to \$1,746,896.71. The additional work associated with that

amendment involved completion of a Benefit Cost Analysis and Technical Feasibility Report for interchange modifications in order to help assess economic impacts or advantages with the build vs no-build.

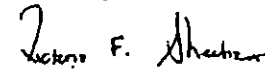
This amendment to the Agreement involves additional effort to develop and model project changes in response to suggestions/concerns expressed by the Town of Bow and the City of Concord as a result of testimony received at the November 14, 2018 Public Hearing. Associated with the testimony from the hearing will be changes and updates to the NEPA environmental documentation. Additional public involvement is also required to be able to reach a consensus on a preferred alternative.

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 December 31, 2015 to June 30, 2017, and was approved by Governor and Council on November 18, 2015 (Item #4A; copy of Resolution attached). The second time extension amendment extended the completion date to June 30, 2018, and was approved by Governor and Council on May 3, 2017 (Item #5A; copy of Resolution attached). The third time extension extended the completion date to June 30, 2019 and was approved by Governor and Council on June 6, 2018 (Item #51; 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

BOW-CONCORD
13742 (Part B)
I-93 Improvements
Fee Increase Amendment #2 & Time Extension Amendment #4
(Agreement Dated October 7, 2013,
Contract No. 5000389)

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

May 3, 2019

Mr. Gene McCarthy, P.E.
Project Manager
McFarland-Johnson, Inc.
53 Regional Drive
Concord, NH 03301

Dear Mr. McCarthy:

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 McFarland-Johnson, Inc. in their letter dated April 16, 2019.

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

Table with 2 columns: Original Completion Date, Amended to. Rows show dates from December 31, 2015 to June 30, 2020.

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by \$159,206.94 as payment for additional design services by McFarland-Johnson, Inc. for work associated with responding to comments from the Public Hearing, particularly from the City of Concord and the Town of Bow.

The portion of Article II, Section A (General Fee) specifying the maximum direct-labor rate is being amended to read as follows:

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 \$1,906,103.65, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of March 20, 2013, March 21, 2018, and April 16, 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 \$174,739.24, from \$933,624.64 to \$1,108,363.88.
- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by \$10,273.68, from \$92,542.46 to \$102,816.14.
- Decreases the estimated amount of (c) reimbursement for direct, out-of-pocket expenses by \$10,000.00, from \$14,400.00 to \$4,400.00.

- ~~Decreases~~ the estimated amount of (d) reimbursement for actual cost of subconsultant Applied Economic Research by \$8,979.00, from \$75,211.48 to \$66,232.48.
- ~~Decreases~~ the estimated amount of (d) reimbursement for actual cost of subconsultant Carol R. Johnson, Inc., by \$2,394.00, from \$23,779.56 to \$21,385.56.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Preservation Company, which remains at \$118,899.71.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Independent Archaeological Consulting, LLC, which remains at \$10,718.25.
- ~~Decreases~~ the estimated amount of (d) reimbursement for actual cost of subconsultant Resilience Planning and Design (formerly Jeffrey H. Taylor & Associates) by \$1,335.00, from \$17,068.50 to \$15,733.50.
- ~~Decreases~~ the estimated amount of (d) reimbursement for actual cost of subconsultant Nobis Engineering, by \$3,098.00, from \$18,043.99 to \$14,945.99.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Resource Systems Group, Inc., which remains at \$291,745.59.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant TranSystems, which remains at \$150,862.55.

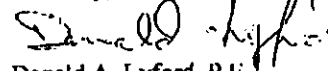
Also, the first sentence in paragraph 1. of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed \$1,906,103.65, unless otherwise authorized."


The above ~~additional work~~ revises the total amount payable under this Agreement, which increases by \$159,206.94, from \$1,746,896.71 to \$1,906,103.65 by this amendment.

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

Sincerely,


Donald A. Lyford, P.E.

Project Manager



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

We concur in the above Amendment.

~~MCFARLAND JOHNSON, INC.~~

By: 

James M. Festa

Title: Senior Vice President (COO)

DAL/wjh
Attachments

AGREEMENT AMENDMENT

BOW-CONCORD, T-A000(018), 13742 (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: *Shirley M. Miron*
Administrative Assistant

Dated: 5/3/19

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

Dated: 5/3/19

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *[Signature]*

Dated: May 8, 2019

THE STATE OF NEW HAMPSHIRE

By: *[Signature]*
Director of Project Development

for DOT COMMISSIONER

Dated: May 8, 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: June 6, 2019

By: *[Signature]*
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on JUN 19 2019 approved this amended AGREEMENT.

Dated: JUN 19 2019

Attest: *[Signature]*
By:

DEPUTY 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 14, 2019, 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 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 |
| Frank J. Greco | - Sr. Vice President/CFO/Secretary/Treasurer |
| Chad G. Nixon | - Sr. Vice President/BDO |
| Thomas T. Kendrick | - Vice President |
| Jeffrey R. Wood | - Vice President |

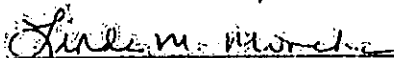
I certify that as a result of the action of the Board of Directors, James M. Festa, Senior Vice President/COO/Chief Engineer of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Bow-Concord, 13742 (Part B), I-93 Improvements, in the name of and on behalf of the Corporation for the rendering of services by the Corporation.


Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 3rd day of May 2019



Notary Public

LIRICA M. MONAHAN
Notary Public, State of New York
No. 0967717
Residence in Broome County
My commission expires 7/2/22

L:\LOOMISC\FJG\002A

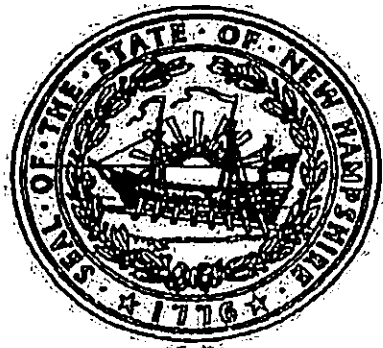
**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MCFARLAND-JOHNSON, INC. is a New York Profit Corporation registered to transact business in New Hampshire on February 14, 1969. 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: 2302

Certificate Number: 0004494181



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2019.

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

William M. Gardner
Secretary of State



MCFAJ0H-01

KLISHM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2018

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| | | |
|---|---|-------|
| PRODUCER Robert J Hanafin a division of IOA 31 Lewis Street Suite 201 Binghamton, NY 13901 | CONTACT: Renee Davidson PHONE (A.C. No. Ext): (607) 338-1242 45213 FAX (A.C. No.): (607) 754-9797 E-MAIL ADDRESS: renee.davidson@ioausa.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED McFarland Johnson, Inc. 48 Court Street PO Box 1980 Binghamton, NY 13902-1980 | INSURER A: National Fire Insurance Co of Hartford | 20478 |
| | INSURER D: Continental Insurance Company | 35289 |
| | INSURER C: American Casualty Company of Reading, Pennsylvania | 20427 |
| | INSURER E: INSURER F: | |

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

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

| INSURER | TYPE OF INSURANCE | ADDL. SUBR. (A.S.B.) | POLICY NO. | 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 DEVL/AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC OTHER: | X | 8056803227 | 01/01/2019 | 01/01/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | 8056803213 | 01/01/2019 | 01/01/2020 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 8056803244 | 01/01/2019 | 01/01/2020 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPERTY OR PARTIAL EXECUTIVE OFFICER (LINE INSURER EXCLUDED) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | 8056803230 | 01/01/2019 | 01/01/2020 | <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 | Val Pprs & Records | | 8056803227 | 01/01/2019 | 01/01/2020 | Blanket Limit \$ 150,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Bow-Concord, 13742 Part B

New Hampshire Department of Transportation and all other parties as required by written contract are additional insured on a primary and noncontributory basis including completed operations in regard to general liability per endorsement numbers CNA74858NY, CNA74987NY, CG 2037.

| | |
|---|---|
| CERTIFICATE HOLDER New Hampshire Department of Transportation PO 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 <i>Deborah K. Blanchard</i> |
|---|---|



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
6/3/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060 | CONTACT NAME: Timothy Esler PHONE (AC No. Fax): (201) 262-1200 E-MAIL ADDRESS: cert@fenner-esler.com | FAR (AC No.): (201) 262-7816 |
| | INSURER(S) AFFORDING COVERAGE: INSURER A: Berkshire Hathaway Specialty Insurance 22276 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES: CERTIFICATE NUMBER: Master 19-20 db1 dated 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 | AGG. LMT | COV. PERIOD | 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 <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | | | EACH OCCURRENCE: \$ DAMAGE TO RENTED PREMISES (Per occurrence): \$ MGD EXP (Any one person): \$ PERSONAL & NEW INJURY: \$ GENERAL AGGREGATE: \$ PRODUCTS - COMPON AGG: \$ COMMUN TRKILTY (Per occurrence): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per occurrence): \$ |
| 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 | | | | | | EACH OCCURRENCE: \$ AGGREGATE: \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per occurrence): \$ |
| UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE: \$ AGGREGATE: \$ |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER <input type="checkbox"/> STATE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ E.L. DISEASE - POLICY LIMIT: \$ |
| A PROFESSIONAL LIABILITY Deductible per claim \$50k | | | 47-EPP-305431-01 47-EPP-305431-02 | 6/15/2018 6/15/2019 | 6/15/2020 6/15/2020 | PER CLAIM LIMIT: \$5,000,000 AGGREGATE LIMIT: \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bow-Concord, 13742 (Part B) I-93 Improvements.

| | |
|--|--|
| CERTIFICATE HOLDER New Hampshire Department of Transportation P.O. Box 483 7 Hagen Drive 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 Timothy Esler/JEAN <i>[Signature]</i> |
|--|--|

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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #51
Date 6/6/18



William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
April 11, 2018

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 #5000389, with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, to prepare the second phase of the preliminary engineering design for the section of Interstate 93 passing through Bow and Concord from I-89 through I-393, by increasing the total amount payable by \$86,011.05 (from \$1,660,885.66 to \$1,746,896.71) for additional design services requested by the Department, effective upon Governor and Council approval. 100% Turnpike Funds.

Funds to support this request are available in the following account in State FY 2018 and FY 2019, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

| | FY 2018 | FY 2019 |
|---|-------------|-------------|
| 04-96-96-961017-7507 Central NH Turnpike | | |
| 046-500463 Eng Consultants Non-Benefits | \$10,000.00 | \$76,011.05 |

2. Further, authorize to amend the contract's completion date from June 30, 2018 to June 30, 2019, effective upon Governor and Council approval.

EXPLANATION

On November 20, 2013, the Governor and Council authorized the subject engineering and environmental services Agreement (Item #123; copy of Resolution attached) in the amount of \$1,660,885.66 to address long-term safety and capacity needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in the City of Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393. 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 system analysis, preparing base plans, inventorying resources, and screening conceptual alternatives. This contract is for the second phase (Part B) only. The purpose of Part B is to assist the Department in the selection of a preferred alternative for reconstruction within 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 (Bow-Concord 13742).

This amendment to the Agreement involves Department-requested additional effort to complete a Benefit Cost Analysis and Technical Feasibility Report for interchange modifications. The Benefit Cost Analysis will be used to help assess economic impacts or advantages with the build vs no-build. A microsimulation model will be used to determine the values of travel time savings, fuel consumption,

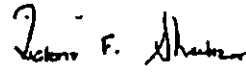
and air quality improvements. The consultant will estimate the value of each benefit in terms of money saved by the traveling public compared to no-build conditions. The FHWA *Policy on Access to the Interstate System* places emphasis on the safety, operational, and acceptability of access modifications to the Interstate System. The Technical Feasibility Report was requested by FHWA to document each interchange that is being modified, and according to their definition the only interchange that isn't being modified is Exit 13.

Also included in this amendment is an extension of the contract's previously-amended completion dates to allow the consultant sufficient time to complete the Public Hearing process for this project. The first time extension amendment extended the original completion date of December 31, 2015 to June 30, 2017, and was approved by Governor and Council on November 18, 2015 (Item #4A; copy of Resolution attached). The second time extension amendment extended the completion date to June 30, 2018, and was approved by Governor and Council on May 3, 2017 (Item #5A; 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

v2



G.C. # 5A
 Dated 5-3-17
 THE STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
 COMMISSIONER

WILLIAM CASS, P.E.
 ASSISTANT COMMISSIONER

Bureau of Highway Design
 March 14, 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 #5000389, with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, to prepare the second phase of the preliminary engineering design for the section of Interstate 93 passing through Bow and Concord from I-89 through I-393, by extending the completion date from June 30, 2017 to June 30, 2018, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on November 20, 2013, Item #123. Time extension only, no new funding.

EXPLANATION

The purpose of this engineering and environmental consultant services Agreement is to address long-term safety and capacity needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in the City of Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393. 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 system analysis, preparing base plans, inventorying resources, and screening conceptual alternatives. This contract is for the second phase (Part B) only. The purpose of Part B is to assist the Department in the selection of a preferred alternative for reconstruction within these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project's engineering phase is currently included in the State's Ten-Year Transportation Improvement Plan (Bow-Concord 13742).

This amendment to the Agreement is to extend the contract's previously-amended completion date because the development of a new regional traffic model has taken much longer than anticipated for reasons that are out of the consultant's control. The additional time will permit the consultant to refine concept plans and environmental documents to be able to reach a public hearing near the end of 2017. Of the original \$1,660,885.66 amount for this contract, there is a balance of approximately \$853,500 remaining (100% Turnpike Funds). The previous time extension amendment, which extended the contract's original completion date of December 31, 2015 to June 30, 2017, was approved by Governor and Council on November 18, 2015, Item #4A.

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
 Victoria F. Sheehan
 Commissioner



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



4A

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
October 19, 2015

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

REQUESTED ACTION

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

Authorize the Department of Transportation to amend PO #5000189, with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor # 164736, to prepare the second phase of the preliminary engineering design for the section of Interstate 93 passing through Bow and Concord from I-89 through I-393, by extending the completion date from December 31, 2015 to June 30, 2017, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on November 20, 2013, Item #123. Time extension only; no new funding.

EXPLANATION

The purpose of this engineering and environmental consultant services Agreement is to address long-term safety and capacity needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in the City of Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393. 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 system analysis, preparing base plans, inventorying resources, and screening conceptual alternatives. This contract is for the second phase (Part B) only. The purpose of Part B is to assist the Department in the selection of a preferred alternative for reconstruction within these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project's engineering phase is currently included in the State's Ten-Year Transportation Improvement Plan (Bow-Concord 13742).

This amendment to the Agreement is to extend the contract's original completion date to allow the consultant sufficient time to continue to develop the traffic models, concept plans, and environmental documents to reach a Public Hearing. The development of a new regional traffic model has taken much longer than anticipated due to significant coordination with the Central NH Regional Planning Commission and new modeling software. Of the original \$1,660,885.66 amount for this contract, there is a balance of approximately \$1,124,000 remaining (100% Turnpike Funds).

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

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

Sincerely,

Victoria F. Sheehan
Commissioner



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



123

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

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

Bureau of Highway Design
October 2, 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 \$1,660,885.66 to prepare the second phase of the preliminary engineering design for the section of Interstate 93 passing through Bow and Concord from I-89 through I-393, effective upon Governor and Council approval through December 31, 2015. 100% Turnpike Funds.

Funding is available as follows:

| | |
|--|----------------|
| 04-96-96-961017-7507 | <u>FY 2014</u> |
| Central NH Turnpike | |
| 046-500463 Eng Consultants Non-Benefit | \$1,660,885.66 |

EXPLANATION

The Department requires engineering and environmental consulting services to address long-term safety and capacity needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in the City of Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393. 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 system analysis, preparing base plans, inventorying resources, and screening conceptual alternatives. This contract is for the second phase (Part B) only. The purpose of Part B is to assist the Department in the selection of a preferred alternative for reconstruction within 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 (Bow-Concord 13742).

The study will continue using a dynamic public participation program that involves public officials and as the project develops the general public will be involved. The advisory committee utilized during part A, the Planning Group, will be reconstituted for Part B. The Range of Reasonable Alternatives determined in Part A will be evaluated and refined in Part B to help determine a preferred alternative. Environmental impacts will be identified in more detail and quantified to determine required mitigation and documentation. 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 consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I: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 "Part B" preliminary engineering design and associated environmental services for the Bow-Concord 13742 project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on January 26, 2012, 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 March 6, 2012 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on April 27, 2012 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on June 28, 2012 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. (A compilation of the completed individual rating ballots and the ranking summary form is 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 five (5) 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
Jacobs
McFarland Johnson, Inc.
URS Corporation
Vanasse Hangen Brustlin, Inc.

Office Location

Manchester, NH
Bedford, NH
Concord, NH
Salem, NH
Bedford, NH

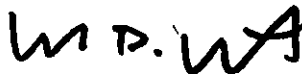
The firm of McFarland-Johnson, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment by having satisfactorily completed the Part A planning-level study for this project. Background information on this firm is attached.

McFarland-Johnson, Inc. has agreed to furnish the required services for a total fee not to exceed \$1,660,885.66. 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

June 28, 2012

PROJECT: Bow-Concord, 13742 (I-93 Corridor from I-89 through Exit 15, I-393 Interchange)

DESCRIPTION: Preliminary engineering, environmental, and public involvement services are needed for approximately four miles of Interstate 93, extending from the Interstate 89 interchange in the Town of Bow northerly through the Interstate 393 interchange (Exit 15) in the City of Concord, New Hampshire. Preliminary engineering is required to carry forward the previously completed Part "A" Transportation Planning study to narrow the remaining reasonable alternatives to a preferred alternative. The Final Summary/Classification Report for the Part A Transportation Planning Study and other information are posted at <http://www.i93bowconcord.com>. Environmental efforts are needed to prepare and complete all appropriate environmental documentation and permitting requirements. It is expected this documentation will be an Environmental Assessment, taking into account, at a minimum, the requirements of the National Environmental Policy Act, the Clean Water Act, the National Historic Preservation Act and Section 4(f) of the US Department of Transportation Act. Permitting requirements will consider the State Wetlands Dredge and Fill permit and the National Pollutant Discharge Elimination System permit and other applicable permits. The Consultant will also be required to assist the Department in the public involvement process including a formal Public Hearing for the preferred alternative. The public involvement process for this project includes engagement of stakeholders, referred to as the Planning Group during Part A. The same Planning Group involvement will be carried through this Part B contract.

Services Required: BRDG, STRC, RDWY, ENV, HAZ, HIST, AIR, NOIS, HYD, ITS, TRAF, PUBLIC OUTREACH

SUMMARY

| | | | | | | | | | |
|-------------------------------|---|---|---|---|---|--|--|--|----|
| The Louis Berger Group, Inc. | 3 | 3 | 3 | 3 | 3 | | | | 15 |
| McFarland-Johnson, Inc. | 1 | 1 | 2 | 1 | 1 | | | | 6 |
| Vanasse Hangen Brustlin, Inc. | 2 | 2 | 1 | 2 | 2 | | | | 9 |

EVALUATION OF TECHNICAL PROPOSALS

| Rating Considerations | WEIGHT | Scoring of Firms | | |
|--|-------------|------------------------------|-------------------------|-------------------------------|
| | | The Louis Berger Group, Inc. | McFarland-Johnson, Inc. | Vanasse Hangen Brustlin, Inc. |
| Comprehension of the Assignment | 20% | 16 | 20 | 13 |
| Clarity of the Proposal | 20% | 15 | 26 | 12 |
| Capacity to Perform in a Timely Manner | 20% | 16 | 20 | 16 |
| Quality & Experience of Project Manager/Team | 20% | 15 | 13 | 13 |
| Previous Performance | 10% | 6 | 10 | 8 |
| Overall Suitability for the Assignment* | 10% | 6 | 10 | 8 |
| Total | 100% | 78 | 99 | 80 |

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

- Ranking of Firms:
1. MJ
 2. VHB
 3. LBC

| Rating Considerations | WEIGHT | Scoring of Firms | | |
|--|-------------|------------------------------|-------------------------|-------------------------------|
| | | The Louis Berger Group, Inc. | McFarland-Johnson, Inc. | Vanasse Hangen Brustlin, Inc. |
| Comprehension of the Assignment | 20% | 15 | 19 | 18 |
| Clarity of the Proposal | 20% | 15 | 20 | 19 |
| Capacity to Perform in a Timely Manner | 20% | 16 | 19 | 17 |
| Quality & Experience of Project Manager/Team | 20% | 15 | 18 | 17 |
| Previous Performance | 10% | 7 | 9 | 9 |
| Overall Suitability for the Assignment* | 10% | 7 | 10 | 9 |
| Total | 100% | 75 | 94 | 89 |

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

- Ranking of Firms:
1. MJ
 2. VHB
 3. LBC

EVALUATION OF TECHNICAL PROPOSALS (continued)

| Rating Considerations | Scoring of Firms | | | |
|--|----------------------------|------------------------------|-------------------------|-------------------------------|
| | W R I O H T | The Louis Berger Group, Inc. | McFarland-Johnson, Inc. | Vanasse Hangen Brustlin, Inc. |
| Comprehension of the Assignment | 20% | 18 | 17 | 17 |
| Clarity of the Proposal | 20% | 16 | 18 | 18 |
| Capacity to Perform in a Timely Manner | 20% | 17 | 18 | 19 |
| Quality & Experience of Project Manager/Team | 20% | 18 | 19 | 19 |
| Previous Performance | 10% | 8 | 7 | 9 |
| Overall Suitability for the Assignment* | 10% | 6 | 8 | 9 |
| Total | 100% | 83 | 92 | 93 |

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

- Ranking of Firms:
1. Vanasse Hangen Brustlin, Inc.
 2. McFarland Johnson, Inc.
 3. The Louis Berger Group, Inc.

| Rating Considerations | Scoring of Firms | | | |
|--|----------------------------|------------------------------|-------------------------|-------------------------------|
| | W R I O H T | The Louis Berger Group, Inc. | McFarland-Johnson, Inc. | Vanasse Hangen Brustlin, Inc. |
| Comprehension of the Assignment | 20% | 12 | 20 | 18 |
| Clarity of the Proposal | 20% | 12 | 19 | 16 |
| Capacity to Perform in a Timely Manner | 20% | 14 | 19 | 19 |
| Quality & Experience of Project Manager/Team | 20% | 15 | 19 | 19 |
| Previous Performance | 10% | 8 | 8 | 8 |
| Overall Suitability for the Assignment* | 10% | 6 | 10 | 9 |
| Total | 100% | 67 | 96 | 90 |

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

- Ranking of Firms:
1. M-J
 2. VHB
 3. LBS

| Rating Considerations | Scoring of Firms | | | |
|--|----------------------------|------------------------------|-------------------------|-------------------------------|
| | W R I O H T | The Louis Berger Group, Inc. | McFarland-Johnson, Inc. | Vanasse Hangen Brustlin, Inc. |
| Comprehension of the Assignment | 20% | 16 | 16 | 18 |
| Clarity of the Proposal | 20% | 17 | 17 | 18 |
| Capacity to Perform in a Timely Manner | 20% | 18 | 19 | 19 |
| Quality & Experience of Project Manager/Team | 20% | 17 | 15 | 19 |
| Previous Performance | 10% | 8 | 6 | 9 |
| Overall Suitability for the Assignment* | 10% | 8 | 7 | 9 |
| Total | 100% | 94 | 94 | 96 |

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

- Ranking of Firms:
1. MJS
 2. VHB
 3. LBG

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (# any)
NHDOT Prequalifications 2012

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)


| | | | | |
|--|--|---------------------------------------|-----------------------------|-----------------------------|
| M (OR BRANCH OFFICE) NAME McFarland-Johnson, Inc. | | | 3. YEAR ESTABLISHED 1994 | 4. DUNS NUMBER 941887077 |
| 2b. STREET 53 Regional Drive | | | 5. OWNERSHIP | |
| 2c. CITY Concord | | | 2d. STATE NH | 2e. ZIP CODE 03301 |
| 6a. POINT OF CONTACT NAME AND TITLE Michael Long, Regional Office Manager | | | a. TYPE Corporation | |
| 6b. TELEPHONE NUMBER 603-225-2978 x110 | | 6c. E-MAIL ADDRESS mlong@mjlnc.com | | |
| 7. NAME OF FIRM (If block 2a is a branch office) McFarland-Johnson, Inc. | | | 9-27-12 | |
| 8a. FORMER FIRM NAME(S) (If any) | | | 8b. YR. ESTABLISHED | 8c. DUNS NUMBER |

| 9. EMPLOYEES BY DISCIPLINE | | | | 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS | | |
|----------------------------|-------------------------------|---------------------|------------|--|---|-------------------------------------|
| a. Function Code | b. Discipline | c. No. of Employees | | a. Profile Code | b. Experience | c. Revenue Index Number (see below) |
| | | (1) FIRM | (2) BRANCH | | | |
| 02 | Administrative | 17 | 1 | A01 | Acoustics; Noise Abatement | 1 |
| 08 | CADD Technician | 7 | 4 | A05 | Airports; Navalds; Airport Lighting; Aircraft | 2 |
| 12 | Civil Engineers | 25 | 10 | A06 | Airports; Terminals; & Hangars; Freight | 1 |
| 15 | Construction Inspectors | 2 | 0 | B02 | Bridges | 6 |
| 18 | Cost Engineer/Estimator | 0 | 0 | C08 | Codes; Standards; Ordinances | 1 |
| 19 | Ecologist | 0 | 0 | C15 | Construction Management | 3 |
| 20 | Economists | 1 | 0 | E01 | Ecological & Archeological Investigations | 2 |
| 21 | Electrical Engineers | 3 | 0 | E09 | Environmental Impact Studies, Assessments | 3 |
| 23 | Environmental Engineer | 0 | 0 | E11 | Environmental Planning | 2 |
| 24 | Environmental Scientist | 5 | 3 | G01 | Garages; Vehicle Maintenance Facilities; | 1 |
| 29 | Geographic Information System | 2 | 0 | H07 | Highways; Streets; Airfield Paving; Parking | 6 |
| 32 | Hydraulic Engineer | 1 | 0 | H08 | Historical Preservation | 1 |
| 38 | Land Surveyor | 0 | 0 | I01 | Industrial Buildings; Manufacturing Plants | 2 |
| 39 | Landscape Architects | 1 | 0 | L06 | Lighting (Exteriors; Street; Memorials; | 1 |
| 42 | Mechanical Engineers | 5 | 0 | M08 | Modular Systems Design; Pre-fab Structures | 1 |
| 47 | Planners: Urban/Regional | 6 | 1 | P06 | Planning (Site, Installation and Project) | 2 |
| 55 | Soils Engineers | 0 | 0 | R03 | Railroad and Rapid Transit | 1 |
| 57 | Structural Engineers | 11 | 6 | S09 | Structural Design; Special Structures | 3 |
| 60 | Transportation Engineers | 11 | 4 | S13 | Stormwater Handling & Facilities | 2 |
| | Airport Engineer | 3 | 0 | T03 | Traffic & Transportation Engineering | 2 |
| | Other Employees | 0 | 0 | W01 | Warehouses & Depots | 2 |
| | Total | 100 | 29 | W02 | Water Resources; Hydrology; Ground Water | 1 |

| | |
|--|---|
| 11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right) | |
| a. Federal Work | 1 |
| b. Non-Federal Work | 8 |
| c. Total Work | 8 |

- PROFESSIONAL SERVICES REVENUE INDEX NUMBER
1. Less than \$100,000
 2. \$100,000 to less than \$250,000
 3. \$250,000 to less than \$500,000
 4. \$500,000 to less than \$1 million
 5. \$1 million to less than \$2 million
 6. \$2 million to less than \$5 million
 7. \$5 million to less than \$10 million
 8. \$10 million to less than \$25 million
 9. \$25 million to less than \$50 million
 10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

| | |
|--|----------------------|
| a. SIGNATURE  ME AND TITLE Michael Long, Regional Office Manager | b. DATE 8/29/2012 |
|--|----------------------|