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# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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

Bureau of Highway Design 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 1-89 through 1-393, 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 (1-93) corridor, from just south of Interstate 89 (1-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (1-393) 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 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



Victoria F. Sheehan Commissioner

**BOW-CONCORD** 13742 (Part B) **I-93 Improvements Time Extension Amendment #5** (Agreement Dated October 7, 2013,

Contract No. 5000389)

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:

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

**Original Completion Date** Amended to Amended to Amended to Amended to Amended to Amended to By this letter, amended to

December 31, 2015 June 30, 2017 June 30, 2018 June 30, 2019 June 30, 2020 December 31, 2020 June 30, 2022 December 31, 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

Jason M. Ayotte, P.E. Project Manager

Villiam J. Cass, P.E.

**Director of Project Development** 

Approved: Assistant Commissioner

We concur in the above Amendment.

MCFA	RLAND-JOHNSON, INC.
Ву:	amenty feets
Title:	Chief Executive Officer

#### JMA/jma

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JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

William Cass, P.E. Assistant Commissioner

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

May 23, 2022

#### Page 2 of 2

# 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 TOTHE CONSULTANT		CONSULTANT
By: Slada M. Wineha	By:	James futo
Administrative Assistant		Chief Executive Officer (Title)
Dated: 5/24/22		Dated: 5/24/22
Department of Transportation		
WITNESS TO THE STATE OF NEW HAMPSHIRE		THE SPATE OF NEW HAMPSHIRE
By: Aptasha Jula	By:	17 at
\		Director of Project Development
cloubs		FOZ DOT COMMISSIONER
Dated: 5040002		Dated: 50412022

# 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: Employ C. Hanning General

#### Secretary of State

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

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

Attest:

Ву: \_\_\_\_\_

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.

David M. Scanlan Secretary of State

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# 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:

James M. Festa Chad G. Nixon Frank J. Greco Jeffrey R. Wood Thomas T. Kendrick John L. Mafera	- - -	CEO – Engineering President Sr. Vice President/CFO Vice President/Secretary/Treasurer Vice President Vice President
--	-------------	--

Office

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.

effrey R. Wood, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this day of May 2022 n. Monape

Name

**Notary Public** 

UNDA M. MONAHAN Notary Public, Sinte of New York No. 4968747 Residing in Broome My commission expires L:[LOO/CORP/MISC/JRW]



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# CERTIFICATE OF LIABILITY INSURANCE

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

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New Hampshire Department of Transportation					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
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Victoria F. Sheehan Commissioner

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

35923 20 m 24

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 1-89 through 1-393, 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:

04-96-96-961017-7507	<u>FY 2021</u>	<u>FY 2022</u>
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 (1-93) corridor from just south of Interstate 89 (1-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (1-393) 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.

#### Page 2 of 2

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 nobuild.

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.

Sincercly,

Victoria F. Sheehan Commissioner

Attachments



# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner BOW-CONCORD 13742 (Part B) I-93 Improvements: Fee Increase Amendment #3 & Time Extension Amendment #6 (Agreement Dated October 7, 2013, Contract No. 5000389) William Cass, P.E. Assistant Commissioner Bureau of Highway Design Room 200 (CMF) Tcl. (603) 271-2171 Fax: (603) 271-7025

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:

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				
Amended to	December 31, 2020				
By this letter, amended 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 Fec) 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.

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

#### Page 2 of 3

- <u>Increases</u> the estimated amount of (c) reimbursement for direct, out-of-pocket expenses by \$3,000.00, from \$4,400.00 to \$7;400:00.
- <u>Docs not change</u> the estimated amount of (d) reimbursement for actual cost of subconsultant Applied Economic Research, which remains at <u>\$66:232:48</u>.
- <u>Docs not change the estimated amount of (d) reimbursement for actual cost of subconsultant Carol R.</u> Johnson, Inc., which remains at <u>\$21,385:56</u>:
- Increases the estimated amount of (d) reimbursement for actual cost of subconsultant Preservation Company, by \$<u>110;010:00;from\$1:18;899;71:40;\$228;909;71</u>.
- 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
- <u>Does not change</u> 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.
- <u>Increases</u> 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 anis By:: Chief Executive Officer Title:

DAL/cmp Attachments

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# AGREEMENT AMENDMENT

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# 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		CONSULTANT
By: <u>facq chicqsley</u> Office Coordinator Dated: <u>11/17/2020</u>	By:	Chief Executive Officer(Title) Dated:(1/17/2020
Department of Transportation		
WITNESS TO THE STATE OF NEW HAMPSHIRE By: <u>Phyllis C. Jouwelakas</u>	By	THE STATE OF NEW HAMPSHIRE
Dated: 11/19/2020		for DOT COMMISSIONER Dated: 11/19/2020
Attorney General		
This is to certify that the above-amended AGREEMEN execution.	T has	been reviewed by this office and is approved as to form and
Dated: 12 2 2020	Bv.	AMMB ALMATIN

# Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _ AGREEMENT.	JAN 2 2 2021	_ approved this amended

Assistant Attorney General

Dated:	JA 2 2 2021	Attest:	(WAST ()
		Ву:	41/2mlin_
		672	PUTY SECRETARY DE 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>

Office

James M. Festa -Chad G. Nixon -Frank J. Greco -Thomas T. Kendrick -Jeffrey R. Wood -

Sr. Vice President/CFO/Secretary/Treasurer Vice President

President

**CEO** – Engineering

ood - 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) 1-93 Improvements, in the name of and on behalf of the Corporation for the rendering of services by the Corporation.

ecretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 17th day of November 2020

**Notary Public** 

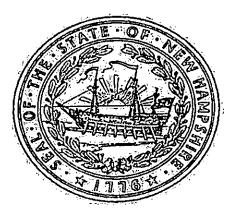
LINDA M. MONAHAN Notary Public, State of New York No. 1960747 Reskling in Groome County, My commission expires  $\gamma \gamma \gamma \gamma$ 

# 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.

William M. Gardner Secretary of State

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# CERTIFICATE OF LIABILITY INSURANCE

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

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PRODUCER	CONTACT Timothy P. Esler, CPCU
Fenner & Esler Agency, Inc.	PHONE IAC: No: Extl. 201-262-1200
	E-MAL ADORUSS: corts@fenner-esler.com
PO Box 60	INSURGE(S) AFFORDING COVERAGE NAIC #
Oradell, NJ 07649 USA	INSURERA, Berkshire Hathaway: Specialty Insurance
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McFarland-Johnson, Inc.	WSURER C :
att: Frank J. Greco	
49 Court Street	INSURER E
Suite 240	INSURER F
Binghamton, NY 13901 USA COVERAGES CERTIFICATE NUMBER: 53492436	
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New Hampshire Department of Transportation	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
P. C. Box 483	AUTHORIZED REPRESENTATIVE
Concord, NH 03302-0483 USA	
<u>,                                     </u>	© 1988-2015 ACORD CORPORATION. All rights reserved

The ACORD name and logo are registered marks of ACORD



Victoria F. Sheehan Commissioner THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

G+C#5C ato U/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 fec 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 nobuild.

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

#### Page 2 of 2

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 arc 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,

-12

Victoria F. Sheehan Commissioner

Attachments



Victoria F. Sheehan Commissioner

BOW-CONCORD 13742 (Part B) 1-93 Improvements Time Extension Amendment #5 (Agreement Dated October 7, 2013, Contract No. 5000389)

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:

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

Original Completion Date	December 31, 20
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, 20

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

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

Sincerely.

Donald A. Lyford, P.E.

Approved:

PricinE: Stamnas, P.E. Director of Project Development

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By: Chief Executive Officer

DAL/wjh

s:\highway-design\(towns)\bowi13742\purt b\consultant\mj\time extension may 2020\m-j 05-12-20 tel docx

JOHN O. MORTON BUILDING + 7 HAZEN DRIVE + P.O. BOX 483 + CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 603-271-3734 + FAX: 603-271-3914 + TDD: RELAY NH 1+800-735-2964 + INTERNET: WWW NHDOT.COM



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William Cass, P.E. Assistant Commissioner

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

May 12, 2020

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#### Page 2 of 2

# 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

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WITNESS TO THE CONSULTANT	CONSULTANT
By: <u>Junion Munich</u> Administrative Assistant	By:
Dated:5/12/20	5/12/20 Dated:

# Department of Transportation.

WITNESS TO THE STATE OF NEW HAMPSHIRE By: <u>Hurchaking</u> By: <u>Director of Project Development</u> Dated: <u>May 14</u>, SOSC Dated: <u>May 14</u>, SOSC

#### 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: AMA BALLEN Attorney Genera

Secretary of State

This is to certify the	at the GOVERNOR AND CO	UNCIL on	JUN 2 4 ZUZU	approved this amended
AGREEMENT. Dated:	JUN 2 4 2020	Attest:	ME	0 .
		By:	PUTY SECRET	RY OF STATE

# CERTIFICATE OF SECRETARY OF McFARLAND-JOHNSON, INC. <u>ATTESTING TO THE ADOPTION OF BOARD RESOLUTION</u>.

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:

#### Name

#### Office

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 (Rart.B)\_I=93..Improvements, \_in\_the.name\_of\_and\_on:behalf.of\_the\_Corporation\_for\_the\_rendering\_of\_ services by the Corporation.

Frank J. Grooo

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[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

day of May 2020 this /

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**Notary Public** 

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# State of New Hampshire Department of State

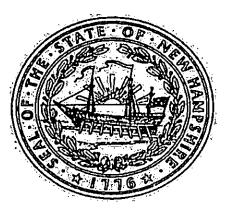
## CERTIFICATE

1, 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

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IN TESTIMONY WHEREOF,

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

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William M. Gardner Secretary of State

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# CERTIFICATE OF LIABILITY INSURANCE

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Victoria F. Sheehan Commissioner

# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

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William Cass, P.E. Assistant Commissioner

Bureau of Highway Design May 3, 2019

His Excellency, Governor Christopher T. Summu 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:

04-96-961017-7507	FY.2019	<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

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

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#### Page 2 of 2

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 nobuild.

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, 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,

Juckan F.

Victoria F. Sheehan Commissioner

Attachments

V2



Victoria F. Sheehan Commissioner

BOW-CONCORD 13742 (Part B) 1-93 Improvements Fee Increase Amendment #2 & Time Extension Amendment #4 (Agreement Dated October 7, 2013, Contract No. 5000389) ٢

William Cass, P.E. Assistant Commissioner 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:

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

December 31, 2015
June 30, 2017
June 30, 2018
June 30, 2019
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 <u>\$1:906.103:65</u>, 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.
- <u>Decreases</u> the estimated amount of (c) reimbursement for direct, out-of-pocket expenses by \$10,000.00, from \$14,400.00 to <u>\$4,400.00</u>.

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#### Page 2 of 3

- <u>Decreases</u> the estimated amount of (d) reimbursement for actual cost of subconsultant Applied Economic Research by \$8,979.00, from \$75,211.48 to <u>\$66,232.48</u>.
- 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.
- <u>Decreases</u> 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.
- <u>Decreases</u> 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 \$221.745.59
- 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 \$1,206,103:65, 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. Project Adminiger

Approved:

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

We concur in the above Amendment.

MCFARLA ND: IOHN ON, INC. An By: James M. Festa Title: Senior Vice Press COO

DAL/wjh Attachments

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### 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

WIT	NESS	THE CONSULTANT
By:	S	nde Mr. Moncha
		inistrative Assistant
	Dated:	5/3/19

Department of Transportation

By: \_\_\_\_\_\_ By: \_\_\_\_\_\_ By: \_\_\_\_\_

Dated: Mal

By: Senior Vice President/COO (Title) 5/3/19 Dated:

THE STATIZOF NEW HAMPSHIRE Director of Project Development-FOR DOT COMMISSIONER

Dated: Mary

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: whe c 20151

By: Redichy C eles General

Sceletary of State

This is to certify that the GOVERNOR AND COUNCIL on AGREEMENT.	JUN 1 9 2019 approved this amended

JUN 1 9 2019 Dated: Attest: By: **F** 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>

Office

Richard J. Brauer James M. Festa Frank J. Greco Chad G. Nixon Thomas T. Kendrick	- - -	President/CEO – Engineering Sr. Vice President/COO/Chief Engineer Sr. Vice President/CFO/Secretary/Treasurer Sr. Vice President/BDO Vice President
		Vice President Vice President

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. Groco, Secretary

[CORPORATE SEAL]

this 3rd day of May 2019

Notary Public

SUBSCRIBED AND SWORN TO

HITA M. MCNAHAN Notary Public, Stata of Now York No 2007/17 Restrict in Income County My commission expires 712107

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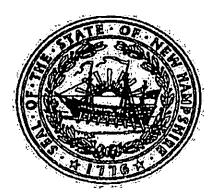
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# State of New Hampshire Department of State

#### CERTIFICATE

I, William M. Gärdner, 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 sei my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2019.

William M. Oardner Secretary of State

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Manushire

Victoria F. Sheehan Commissioner

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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

G+C #51

Jot 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:

04-96-96-961017-7507	FY 2018	FY 2019	
-: Central NH Tumpike			
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 va no-build. A microsimulation model will be used to determine the values of travel time savings, fuel consumption,

JOHN O. MORTON BUILDING + 7 HAZEN DRIVE + P.O. BOX 463 + CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 003-271-3734 + FAX: 603-271-3914 - TDD; RELAY NH 1-800-736-2884 + INTERNET: WWW.NHDOT.COM

#### Page 2 of 2

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.

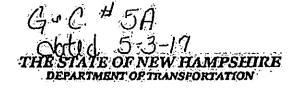
Sincerely,

Jun F. M

Victoria F. Shechan Commissioner

Attachments

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VICTORIA F. SHEBHAN COMMISSIONER

Į,

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 Hamoshire 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;16 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 (1-93) corridor from just south of Interstate 89 (1-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (1-93) in the City of Concord. The project includes Exit 1 on 1-89 and Exit 1 on 1-393. 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% Tumplke 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, F.

Victoria F. Sheehan Commissioner

JOHN O, MORTON BUKLDING + 7 HAZEN DRIVE + P.O. BOX 483 + CONCORD, NEW HAMPSHIRE 03302-0483 TELEPHONE: 603-271-3734 + FAX: 603-271-3014 + TDD: RELAY NH 1-800-785-2984 + INTERNET: WWW.NHDOT.COM ٧I



VICTORIA F. SHEEHAN COMMISSIONER

# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



WILLIAM CASS, P.E. ASSISTANT COMMISSIONER

Bureau of Highway Dosign October 19, 2015

Har Excellency, Oovernor Margaret Wood Hassan and the Hanarable Council State House Concard, New Hampshire 03301

# REQUESTED ACTION

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

Authorize the Department of Transportation to amond PO #5000189, with McParland Johnson, Inc., Concord, NH and Binghanaton, NY, Vendor # 164736, to propare the second phase of the preliminary engineering design for the soction of Intersiste 93 passing through Bow and Concord from 1-89 through 1-393, by extending the completion date from December 31, 2015 to June 30, 2017, effective upon Covernar and Council approval. The original Agreement was approved by Governor and Council on November 20, 2013, Item #123. Time extension only, no

#### 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 (1-93) corrider from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimeck River north of Interstate 393 (1-933) 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 bace plans, inventorying resources, and ecreening 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 profininary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project's engineering plans is currently included in the State's Ten-Year Transportation improvement Plan (Bow-Concord 13742);

This amendment to the Agreement is to extend the coatract'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 algorificant coordination with the Central NH Regional Planning Commission and new modeling software. Of the original \$1,660,885.66 emount for this constract, there is a balance of approximately \$1,124,000 remaining (100% Turnpike Punds).

This amended Agreement has been approved by the Attorney Ganeral as to form and execution. Copies of the fully-executed amended Agreement are on file at the Scoretary 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 amond this Agreement for consulting services as outlined above.

Sincerely Victoria F. Sheehan Commissioner

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# THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR. COMMISSIONER

JEFF BRILLHART, P.B. ASSISTANT COMMISSIONBR

Bureau of Highway Design October 2, 2013

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

# **<u>REOUESTED ACTION</u>**

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:

7

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

#### <u>FY 2014</u>

\$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 (1-93) corridor from just south of Interstate 89 (1-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (1-393) 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 21-1:22, 21-1:22-c and 21-1:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

#### 2 of 2

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:

<u>Consultant Firm</u>	Office Location
The Louis Berger Group	Manchester, NH
Jacobs	Bedford, NH
McFarland Johnson, Inc.	Concord, NH
URS Corporation	Salem, NH
Vanasse Hangen Brustlin, Inc.	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,

NP.V

Christopher D. Clement, Sr. Commissioner

# 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		6
Vanasse Hangen Brustlin, Inc.	2	2	l	2	2		9

## **EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations		Sco	corting of Firms				
	W C I G H T	The Louis Berger Group, Inc.	NcFarland-Johnson, Inc.	Vanasse Hanger Brastlin, Inc.			
Comprehension of the Assignment	20%	16	20	13			
Clarity of the Proposal	20%	15	10	12			
Capacity to Perform in a Timely Manner	20%	16	2	12			
Quality & Experience of Project Manager/Team	20%	12	13	13			
Provious Performance	10%	6	10	8			
Overall Suitability for the Assignment*	10%	6	10	ŝ			
Totul	100%	78	98	99			

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

Ranking of Firms:	1.	MJ
	3.	VIB
	3.	6B6

Rating Considerations		Scoring of Firms			
· , , , , , , , , , , , , , , , , , , ,	W E F O H T	The Louis Renger Graup, Inc.	McFurtand-Johnson, Inc.	Vansse Hangen Brudia. Inc.	
Compretension of the Assignment	20%	15	19	18	
Clarity of the Proposal	20%	15	20	19	
Capacity to Perform In a Timely Manner	20%	16	18	n	
Quality & Experience of Project Manager/Feam	20%	15	18	a	
Prezious Performance	10%	7	9	9	
Overall Sultability for the Assignment*	10%	٦	10	9	
ital	100%	15	94	89	

\*Includes: Proximity to project; usage, quality and experience of subcons nunicipatities or other third party.

Ranking of Finns: 1.

2. VHB

3. LBG

# EVALUATION OF TECHNICAL PROPOSALS (continued)

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Rating Considerations	<b>[</b>	Scoring of Firms			
	W B 1 0 11 7	The Louis Berger Group, Inc.	McFarland-Johnson, Ioc.	Vanzee Hangen Brustlin, Inc.	
Comprehension of the Assignment	20%	16	17	11	
Clarity of the Proposal	20%	16	18	18	
Capacity to Perform in a Timely Manner	20%	17	18	17	
Quality & Experience of Project Manager/Team	20%	IR	11	119	
Previous Performanco	10%	в	1	1	
Overall Suitability for the Assignment*	10%	4	8	9	
Total	100%	83	12	93	

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

Ranking of Firms: 1. Vanasse Hansen Brustlin, Ive.

2. Mc Findland Johnson luc

Rating Considerations	Scoring of Firms					
	W B I G H	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	14		
Capacity to Perform in a Timely Manner	20%	14	19	19		
Quality & Experience of Project Manager/Team	20%	15	19	19		
Provious Performance	10%	768	ra l	121		
Overall Suitability for the Assignment*	10%	4	10	9		
Total	100%	47	96	90		

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

Ranking of Firms: 1. M-J

2. VHB

3. NBS

Rating Considerations	[	Scoring of Firms			
	W E I G H T	The Louis Berger Group, Inc.	McFarland-Johnson, Inc.	Vanasse Hangen Brustlin, Inc.	
Comprehension of the Assignment	20%	11.	14	18.	
Clarity of the Proposal	20%	. <u>r/</u>	11	18_	
Capacity to Perform in a Timely Manner	20%	18	14	19	
Quality & Experience of Project Manager/Team	20%	11	15	12	
Previous Performance	10%	X	G	9	
Overall Suitability for the Assignment*	10%	Ś	a	9	
Total	100%	94	94	12	

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

Ranking of Firms: 1. M.S

2. VIIB 3. LBG

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Federal Work 1				,000 to less than			8. \$10 million to lass than \$25	
on-Federal		8	4. \$500,000 to less than \$1 million				9. \$25 million to less than \$50	million
		8	5.\$1 m	illion to less than	\$2 million		10. \$50 million or greater	
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