



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
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:

Table with 3 columns: Account Number, FY 2021, FY 2022. Row 1: 04-96-96-961017-7507 Central NH Turnpike. Row 2: 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.

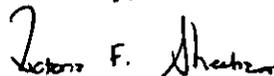
This amendment is to increase the total amount payable under this Agreement by \$593,435.24 as payment for additional design services by McFarland-Johnson, Inc. for work to complete the remaining NEPA process and preliminary design to accommodate changes suggested by Bow and Concord.

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

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

Bureau of Highway Design
Room 200 (CMF)
Tel. (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:

Table with 2 columns: Original Completion Date, Amended to. Rows show 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.

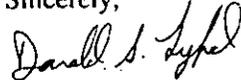
Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"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,



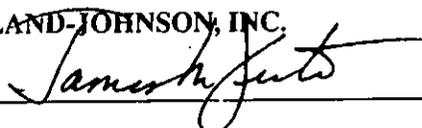
Donald A. Lyford, P.E.  
Project Manager

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. Futo  
Chief Executive Officer (Title)

Dated: 11/17/2020

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jowelakas

Dated: 11/19/2020

THE STATE OF NEW HAMPSHIRE

By: [Signature] 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: AMIN B. JOURNAN  
Assistant Attorney General

**Secretary of State**

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

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

Attest:

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

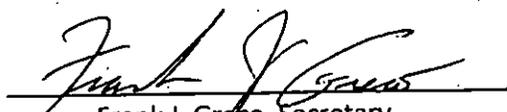
**CERTIFICATE OF SECRETARY  
OF  
McFARLAND-JOHNSON, INC.  
ATTESTING TO THE ADOPTION OF BOARD RESOLUTION**

I, Frank J. Greco, Secretary of McFarland-Johnson, Inc., certify that on March 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

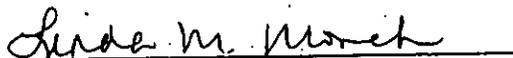
I certify that as a result of the action of the Board of Directors, James M. Festa, CEO-Engineering of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Bow-Concord 13742 (Part B) I-93 Improvements, in the name of and on behalf of the Corporation for the rendering of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

  
Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 17<sup>th</sup> day of November 2020



Notary Public

LINDA M. MONAHAN  
Notary Public, State of New York  
No. 4968747

Residing in Broome County  
My commission expires

L:\LOO\MISC\FJG\003A

11/2/20

# State of New Hampshire

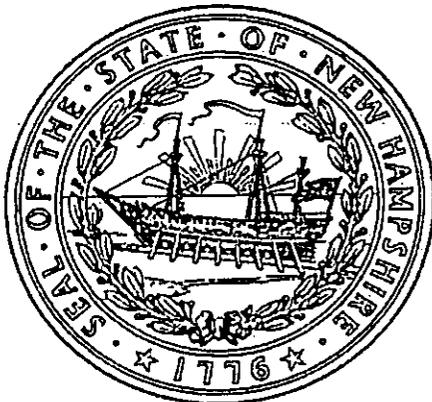
## Department of State

### 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 "William M. 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).

<b>PRODUCER</b> Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	<b>CONTACT</b> Michael Burns <small>PHONE</small> (AG, No. Ext): (607) 754-0329 45230		<small>FAX</small> (AG, No.): (607) 754-8797
	<small>EMAIL</small> Address: Michael.Burns@ioausa.com		
<b>INSURED</b> McFarland Johnson, Inc. 49 Court Street PO Box 1980 Binghamton, NY 13902-1980	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Fire Insurance Co of Hartford		20478
	<b>INSURER B:</b> Continental Insurance Company		35289
	<b>INSURER C:</b> Valley Forge Insurance Company		20508
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

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

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

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 <input type="checkbox"/> OTHER:	X		6056803227	1/1/2021	1/1/2022	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 - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		6056803213	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 accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6056803244	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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	WC656803230	1/1/2021	1/1/2022	<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	1/1/2021	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)-93-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, CNA74887NY, in regard to auto per endorsement number SCA 23 500B31.

**CERTIFICATE HOLDER**                      **CANCELLATION**

New Hampshire Department of Transportation P. O. Box 483 Concord, NH 03302	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>





Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

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.

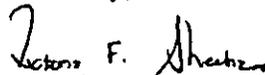
The current time extension amendment is required because the final decision on the preferred alternative involving building consensus among the Concord community has been delayed for reasons beyond the control of the consultant. The recent restrictions on public gatherings has further exacerbated the 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:

Table with 2 columns: Original Completion Date, Amended to. Rows include dates from December 31, 2015 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. Stamnas, P.E.
Director of Project Development

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By: [Signature]
Chief Executive Officer

DAL/wjh
s:\highway-design\towns\bow\13742\part b\consultant\mj\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: *Lucia M. Monte*  
Administrative Assistant

Dated: 5/12/20

CONSULTANT

By: *Timothy*  
Chief Executive Officer (Title)

Dated: 5/12/20

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Ellis Jewell*

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: *Alvin B. Green*  
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: \_\_\_\_\_

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

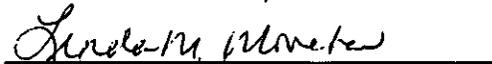
I certify that as a result of the action of the Board of Directors, James M. Festa, CEO-Engineering of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Bow-Concord 13742 (Part B) I-93 Improvements, in the name of and on behalf of the Corporation for the rendering of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

  
\_\_\_\_\_  
Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 12<sup>th</sup> day of May 2020

  
\_\_\_\_\_  
Notary Public

Notary Public

Notary Public  
Residence: New York  
My commission expires: 7/2/22

L:\LOOMISC\FJG\003A

# State of New Hampshire

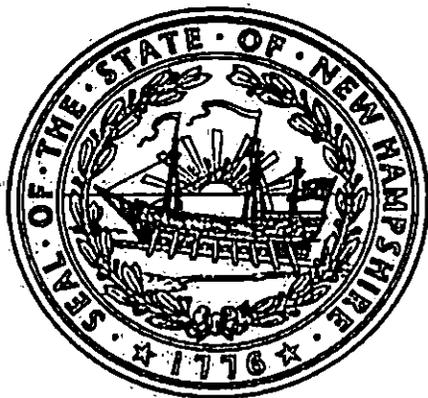
## Department of State

### 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 black ink, appearing to read "Wm 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).

<b>PRODUCER</b> Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	<b>CONTACT NAME:</b> Michael Burns <b>PHONE (A/C, No, Ext):</b> (607) 754-0329 45230 <b>FAX (A/C, No):</b> (607) 754-9797 <b>E-MAIL ADDRESS:</b> Michael.Burns@ioausa.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> McFarland Johnson, Inc. 49 Court Street Suite 240 Binghamton, NY 13901	<b>INSURER A:</b> National Fire Insurance Co of Hartford	<b>NAIC #</b> 20478
	<b>INSURER B:</b> Continental Insurance Company	<b>NAIC #</b> 35289
	<b>INSURER C:</b> Valley Forge Insurance Company	<b>NAIC #</b> 20508
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

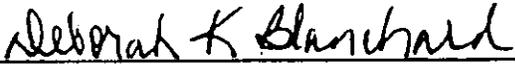
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

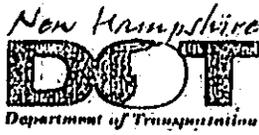
INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC OTHER:	X		6056803227	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP 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			6056803213	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 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			6056803244	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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	WC656803230	1/1/2020	1/1/2021	<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

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.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Transportation PO box 483 Concord, NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

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>FY 2019</u>	<u>FY 2020</u>
04-96-96-961017-7507 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.

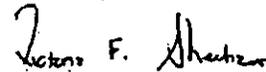
This amendment to the Agreement involves additional effort to develop and model project changes in response to suggestions/concerns expressed by the Town of Bow and the City of Concord as a result of testimony received at the November 14, 2018 Public Hearing. Associated with the testimony from the hearing 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 include 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~~.

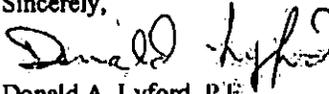
Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"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 \$1,716,896.71 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:

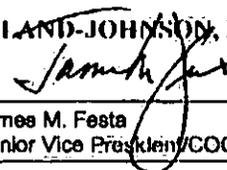


Peter E. Stamnas, P.E.  
Director of Project Development

We concur in the above Amendment.

MCFARIAND-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: *Shada W. Monda*  
Administrative Assistant

Dated: 5/3/19

CONSULTANT

By: *James J. ...*  
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: *Emily C. King*  
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:

By: *[Signature]*

**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

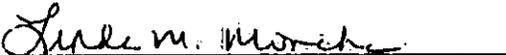
I certify that as a result of the action of the Board of Directors, James M. Festa, Senior Vice President/COO/Chief Engineer of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Bow-Concord, 13742 (Part B), I-93 Improvements, in the name of and on behalf of the Corporation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

  
Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 3<sup>rd</sup> day of May 2019

  
Notary Public

LINDA M. MONAHAN  
Notary Public, State of New York  
No. 196747  
Residing in Broome County  
My commission expires 7/2/22

L:[LOQMISC/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 cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



MCFAJOH-01

KLISHM

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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<b>PRODUCER</b> Robert J Hanafin a division of IOA 31 Lewis Street Suite 201 Binghamton, NY 13901	<b>CONTACT: Renee Davidson</b> PHONE (A/C, No, Ext): (607) 338-1242 48213      FAX (A/C, No): (607) 754-8797 E-MAIL ADDRESS: renee.davidson@ioauss.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: American Casualty Company of Reading, Pennsylvania</td> <td>20427</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Co of Hartford	20478	INSURER B: Continental Insurance Company	35289	INSURER C: American Casualty Company of Reading, Pennsylvania	20427	INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> McFarland Johnson, Inc. 49 Court Street PO Box 1860 Binghamton, NY 13902-1980															

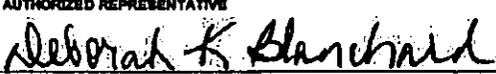
COVERAGES:      CERTIFICATE NUMBER:      REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR (INSR LTR)	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"/> PER OBJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	8058803227	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR/PER) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		8058803213	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE		8058803244	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	8058803230	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		8058803227	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, CNA74867NY, CG 2037.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Transportation PO Box 483 Concord, NH 03302-0483	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
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).

<b>PRODUCER</b> Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	<b>CONTACT NAME:</b> Timothy Esler <b>PHONE (AO, In, Ext):</b> (201) 262-1200 <b>FAX (AO, Ext):</b> (201) 262-7818 <b>E-MAIL ADDRESS:</b> Certs@fenner-esler.com
	<b>INSURERS AFFORDING COVERAGE</b> <b>INSURER A:</b> Berkshire Hathaway Specialty Insurance 22276 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** master 19-20 dhl 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.

PERM LTR	TYPE OF INSURANCE	ADOL. BIRTH	SEX	AGE	POLICY NO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCUR) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Secondary in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROFESSIONAL LIABILITY</b> Deductible per claim \$50k				47-EPP-308431-01 47-EPP-308431-02	6/15/2018 6/15/2019	6/15/2019 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.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Transportation P.O. Box 483 7 Haven Drive Concord, NH 03302-0483	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Timothy Esler/JEAN <i>[Signature]</i>
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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

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:

Table with 3 columns: Account Number, FY 2018, FY 2019. Row 1: 04-96-96-961017-7507 Central NH Turnpike. Row 2: 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,

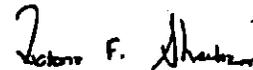
and air quality improvements. The consultant will estimate the value of each benefit in terms of money saved by the traveling public compared to no-build conditions. The FHWA *Policy on Access to the Interstate System* places emphasis on the safety, operational, and acceptability of access modifications 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

v1



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  
Commissioner



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



**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 #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 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**

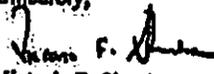
The purpose of this engineering and environmental consultant services Agreement is to address long-term safety and capacity needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 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	FY 2014
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 RSA's 21-1:22, 21-1:22-c and 21-1:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for "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>	<u>Office Location</u>
The Louis Berger Group	<b>Manchester, NH</b>
Jacobs	<b>Bedford, NH</b>
McFarland Johnson, Inc.	<b>Concord, NH</b>
URS Corporation	<b>Salem, NH</b>
Vanasse Hangen Brustlin, Inc.	<b>Bedford, NH</b>

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