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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



39

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Bureau of Highway Design
April 19, 2024

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

REQUESTED ACTION

Authorize the Department of Transportation to amend Contract #5000389 with McFarland-Johnson, Inc., Concord, NH, Vendor #164736, to continue 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 fee from \$2,499,538.89 to \$3,838,091.57 in the amount of \$1,338,552.68, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on November 20, 2013. (Funding Type 100% Federal Funds).

Funds to support this request are available in the following account in State FY 2025 and funding is contingent upon the availability and continued appropriation of funds in FY 2026, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2025</u>	<u>FY 2026</u>
04-096-96-963515-3054		
Consolidated Federal Aid		
046-500464 Gen Consultants Non-Benefit	\$1,000,000.00	\$338,552.68

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 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.

The purpose of this amendment is to allow the consultant sufficient funds to assist the Department in responding to the 2022 public outreach, which concluded with a letter from the City of Concord City Council conditionally supporting the project moving forward by eliminating the multi-use bridge and I-93 Exit 14 "flip" requested following the 2018 Public Hearing. The conditional support requests reevaluation of the existing traffic and future year projections as well as included new areas to study near Exit 13 and Exit 14. The new efforts require revisions of the Preliminary Design and public involvement to support the decisions. The work is approximately ninety-three percent complete (93%) complete and of the original \$2,499,538.89 amount for this contract there is a balance of approximately \$168,000 remaining (100% Turnpike Funds).

The current contract completion date is December 31, 2025, extended and approved by Governor and Council on March 13, 2024 (Item 29). The original completion date of December 31, 2015, has been extended several times via time extensions or in conjunction with other amendments. Copies of the resolutions are attached.

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.

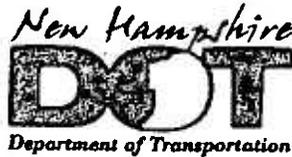
It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

BOW-CONCORD
T-A000(018)
13742
Fee and Time Amendment
(Agreement Dated OCTOBER 7, 2013,
Contract No. 5000389)

Bureau of Highway Design
Room 200
Tel. (603) 271-1592
Fax: (603) 271-7025

March 22, 2024

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

Dear Mr. McCarthy:

This letter amends Article II in the above-referenced Agreement.

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by \$1,338,552.68 as payment for additional services by McFarland-Johnson, Inc., for additional effort associated with the Preliminary Design, Environmental Assessment Revisions to secure Federal Highway Administration (FHWA) approval and complete a Public Hearing for the Bow-Concord 13742 Improvements.

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 \$3,838,091.57, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT’S fee and manhour estimates of November 20, 2013, June 6, 2018, June 19, 2019, and January 22, 2021.”

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 \$1,079,889.66, from \$1,381,729.83 to \$2,461,619.49.
- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by \$107,988.97, from \$130,152.74 to \$238,141.71.

- Does not change the estimated amount (c) reimbursement for direct, out-of-pocket expenses, which remains at \$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 \$15,302.82, from \$163,545.84 to \$178,848.66.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Independent Archaeological Consulting, LLC, which remains at \$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.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Nobis Engineering, which remains at \$21,613.33.
- Increases the estimated amount of (d) reimbursement for actual cost of subconsultant Resource Systems Group, Inc., by \$135,371.23, from \$525,152.31 to \$660,523.54.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant TranSystems, which remains at \$150,862.55.

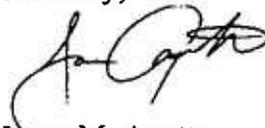
Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed \$3,838,091.57, unless otherwise authorized."

The above additional work revises the total amount payable under this Agreement, which increases \$1,338,552.68, from \$2,499,538.89 to \$3,838,091.57. by this amendment.

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

Sincerely,



Jason M. Ayotte,
Project Manager


Approved: *For* William J. Oldenburg, P.E.
Director of Project Development

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By:



Title: Chief Executive Officer

JMA/kg

AGREEMENT AMENDMENT

BOW-CONCORD, T-A000(018), 13742

MCFARLAND-JOHNSON, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: *Leada M. Wheeler*

Administrative Assistant

Dated: 4/1/24

CONSULTANT

By: *James H. Juto*

Chief Executive Officer. (Title)

Dated: 4/1/24

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Patasha Ziehl*

Dated: 5/7/24

THE STATE OF NEW HAMPSHIRE

By: *Uli*

Director of Project De...

for DOT COMMISSIONER

Dated: 5/7/24

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: 5/14/2023

By: *[Signature]*
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____
Secretary of State

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, 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: 0006656225



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

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

I, Jeffrey R. Wood, Secretary of McFarland-Johnson, Inc., certify that on March 29, 2024 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
Jeffrey R. Wood	- Vice President/Secretary/Treasurer
Thomas T. Kendrick	- Vice President
John L. Mafera	- Vice President

I certify that as a result of the action of the Board of Directors, all of the above-named officers of McFarland-Johnson, Inc. are fully authorized to enter into any contracts, including Bow-Concord 13742 Part B Amendment, in the name of and on behalf of the Corporation for the rendering of services by the Corporation.

Jeffrey R. Wood

Jeffrey R. Wood, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 1st day of April 2024

Linda M. Monahan
Notary Public

LINDA M. MONAHAN
Notary Public, State of New York
No. 4968747
Residing in Broome County
My commission expires 7/2/26

L:[LOO/CORP/MISC/JRW]





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2024

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

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

PRODUCER 1-201-262-1200
 Fenner & Esler Agency, Inc.
 PO Box 60
 Dradell, NJ 07649 USA

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

CONTACT NAME: Timothy P. Esler, CPCU
PHONE (A/C, No, Ext): 201-262-1200 **FAX (A/C, No):** 201-262-7810
E-MAIL ADDRESS: certs@fenner-esler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 535479403 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	OMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							PROPERTY INJURY (Per occurrence)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION: <input type="checkbox"/>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Prof/Poll Liability DESCRIPTION OF OPERATIONS below			39 OH 0546136-23 FULL PRIOR ACTS	06/15/23	06/15/24	Per Claim	5,000,000
							Annual Aggregate	5,000,000
							Deductible per clm	50,000

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

Bow-Concord 13742 Part B Amendment

CERTIFICATE HOLDER

New Hampshire Department of Transportation

P. O. Box 483

Concord, NH 03302-0483

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2024

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

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

PRODUCER
Insurance Office of America
31 Lewis Street
Suite 201
Binghamton, NY 13901

CONTACT NAME: Michael Burns
PHONE (A/C, No, Ext): (607) 754-0329 FAX (A/C, No): (607) 754-9797
E-MAIL ADDRESS: Michael.Burns@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford	20478
INSURER B : American Casualty Company of Reading, Pennsylvania	20427
INSURER C : The Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6056803227	1/1/2024	1/1/2025	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 - COMP/OP 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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6056803213	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6056803244	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC656803230	1/1/2024	1/1/2025	<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			6056803227	1/1/2024	1/1/2025	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 Amendment
New Hampshire Department of Transportation and all other parties as required by written contract are additional insured on a primary and noncontributory basis including completed operations in regard to general liability per endorsement numbers CNA74858NY, CNA75079XX, CNA74987XX, in regard to auto per endorsement number CNA71627. A Waiver of Subrogation applies in favor of the certificate holder, owner and all other parties as required by written contract in regard to general liability per endorsement number CNA74858NY, in regard to auto per endorsement, number CA 04 44 10 13, in regard to workers compensation per endorsement WC 00 03 13. The umbrella policy is following form of the underlying policies per endorsement #CNA75504XX. 30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.

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>

**Architects, Engineers and Surveyors General Liability
Extension Endorsement - New York****1. ADDITIONAL INSUREDS**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through I. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through I. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**Architects, Engineers and Surveyors General Liability
Extension Endorsement - New York**

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

1. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED - EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury offense**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**CNA Paramount Excess and Umbrella Liability
Policy Endorsement**

NUMBER OF DAYS NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

PARAMOUNT UMBRELLA LIABILITY POLICY

PARAMOUNT EXCESS LIABILITY POLICY

It is understood and agreed as follows:

NUMBER OF DAYS NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)

Notwithstanding anything to the contrary, for any statutorily permitted reason other than nonpayment of premium, the number of days required for written notice of cancellation to the **Named Insured** listed first in the Declarations of this Policy is increased to 30 days before the effective date of cancellation.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA75513XX (03-2015)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: CUE 6056803244

Policy Effective Date: 01/01/2024

Policy Page: 53 of 63



Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us:

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 56803230

Policy Effective Date: 01/01/2024

Policy Page: 91 of 161

Endorsement No: 2; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL

60606



General Aggregate Limit - Designated Projects Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Designated Construction or Service Projects:
EACH OF YOUR CONSTRUCTION PROJECTS LOCATED AWAY FROM PREMISES OWNED BY OR RENTED TO YOU

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed as follows:

- I. For each single designated construction or service project shown in the Schedule above, a separate Designated Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
 - B. all medical expenses under Coverage C;
 that arise from occurrences or accidents which can be attributed solely to ongoing operations at that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Designated Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. damages under Coverage B, regardless of the number of locations or projects involved;
 - B. damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single designated project, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
 - C. medical expenses under Coverage C, caused by accidents which cannot be attributed solely to ongoing operations at a single designated project,
 will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular designated project.
- IV. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard w

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General Aggregate Limit - Designated Projects Endorsement

reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

- V. If the applicable scheduled construction or service project has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Changes - Notice of Cancellation or Material Restriction Endorsement - New York

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days. In no event shall the number of days listed be fewer than the number required by New York State.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II - **LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)	Endorsement Effective Date:	Endorsement Expiration Date:	Policy No: BUA 6056803213
Endorsement No: 20; Page: 1 of 1	Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606		Policy Effective Date: 01/01/2024
			Policy Page: 102 of 117



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: MCFARLAND- JOHNSON, INC.</p> <p>Endorsement Effective Date: 01/01/2024</p>
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SCHEDULE
Name(s) Of Person(s) Or Organization(s)
<p>ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

<p>Form No: CA 04 44 10 13</p> <p>Endorsement Effective Date:</p> <p>Endorsement No: 7; Page: 1 of 1</p> <p>Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606</p>	<p>Endorsement Expiration Date:</p>	<p>Policy No: BUA 6056803213</p> <p>Policy Effective Date: 01/01/2024</p> <p>Policy Page: 68 of 117</p>
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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 19; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: BUA 6056803213

Policy Effective Date: 01/01/2024

Policy Page: 101 of 117



Schedule of Underlying Insurance			
Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
National Fire Insurance Company of Hartford 6056803227 01/01/2024 to 01/01/2025	General Liability	Each Occurrence Limit General Aggregate Limit Per Location : yes Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000
National Fire Insurance Company of Hartford 6056803227 01/01/2024 to 01/01/2025	Employee Benefits Liability	Each Employee Limit Aggregate Limit	\$1,000,000 \$1,000,000
American Casualty Company of Reading, Pennsylvania 6056803213 01/01/2024 to 01/01/2025	Auto Liability	Combined Single Limit	\$1,000,000



Schedule of Underlying Insurance

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
National Fire Insurance Company of Hartford 6056803230 01/01/2024 to 01/01/2025	Employers Liability	Bodily Injury by Accident- Each Accident Limit	\$500,000
		Bodily Injury by Disease - Policy Limit	\$500,000
		Bodily Injury by Disease - Each Employee Limit	\$500,000

IN ANY JURISDICTION, STATE, OR PROVINCE WHERE THE AMOUNT OF EMPLOYERS LIABILITY INSURANCE PROVIDED BY THE UNDERLYING INSURER(S) IS BY LAW "UNLIMITED", THE UNDERLYING EMPLOYERS LIABILITY LIMIT(S) SHOWN IN THE ABOVE SCHEDULE DO NOT APPLY AND NO COVERAGE SHALL BE PROVIDED FOR EMPLOYERS LIABILITY UNDER THIS POLICY.

Forms and Endorsements Attached to this Policy

See SCHEDULE OF FORMS AND ENDORSEMENTS

Premium

Minimum Earned Premium	0% of the Total Premium
Total Premium	\$
Premium includes the following amount for Certified Acts of Terrorism Coverage	

Notices

Notice to insurer

Address: CNA Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317

Fax #: 800-446-8632

Email Address: HPReports@CNA.com



PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in bold have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the Insured those damages in excess of the applicable underlying limits. Coverage hereunder will attach only after the full amount of the applicable underlying limits have been exhausted through payment in legal currency of covered loss under all applicable underlying insurance and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable underlying insurance except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable underlying limits, the Insurer shall only pay for damages in excess of the applicable underlying limits. This Coverage A does not provide coverage for any loss not covered by the applicable underlying insurance except and to the extent that such loss is not paid under the applicable underlying insurance solely by reason of the exhaustion of the applicable underlying limits through payment of loss thereunder.

This Coverage applies:

1. if the applicable underlying insurance is on an occurrence basis, then only if that which must take place in the policy period of the underlying insurance in order to trigger coverage, takes place during this policy period; and
2. if the applicable underlying insurance is on a claims made basis, then only if:
 - a. that which must take place in the underlying insurance in order to trigger coverage, takes place after the retroactive date and prior to the end of the policy period; and
 - b. the claim is first made during the policy period.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the Insured those damages in excess of the retained amount:

1. that an Insured becomes legally obligated to pay because of bodily injury, property damage or personal and advertising injury; or
2. because of liability for bodily injury or property damage assumed under an insured contract, provided the bodily injury or property damage occurs subsequent to the execution of such insured contract;

and provided that:

- a. the bodily injury or property damage occurs during the policy period;
- b. the bodily injury or property damage is caused by an occurrence that takes place in the coverage territory;

**Architects, Engineers and Surveyors General Liability
Extension Endorsement - New York****24. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)

Policyholder Notice; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: WC 6 56803230

Policy Effective Date: 01/01/2024

Policy Page: 12 of 161



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G&C #29
DATE 3/13/24

29



David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Highway Design
January 16, 2024

REQUESTED ACTION

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

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 extending the completion date from December 31, 2023 to December 31, 2025, 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

This item is retroactive due to limited staffing resources which extended the time required to complete the contract adjustments.

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

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

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

On January 22, 2021, Governor and Council authorized a fee increase of \$593,435.24. This amendment increased the total amount payable of \$1,906,103.65 to \$2,499,538.89. This amendment involved additional work associated to complete the remaining NEPA process and preliminary design to accommodate changes suggested by Bow and Concord, as well as, to address the maximum labor rate allowance (increase from original contract of \$50 hourly rate cap).

The current time extension amendment is required to complete additional analyses based on coordination with the City of Concord, acquire additional traffic data, and revisions required to complete environmental documents and revised alternatives. Of the previously amended \$2,499,538.89 amount for this contract, there is a balance of approximately \$400,000 remaining (100% Tumpike 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 3, 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). The seventh extension amended the contract's completion date from June 30, 2022 to December, 31 2023 (Item #5F). 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,



William J. Cass, P.E.
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

BOW-CONCORD
13742 (Part B)
I-93 Improvements
Time Extension Amendment #8
(Agreement Dated October 7, 2013,
Contract No. 5000389)

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

December 28, 2023

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

Dear Mr. McCarthy:

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

Original Completion Date	December 31, 2015
Amended to	June 30, 2017
Amended to	June 30, 2018
Amended to	June 30, 2019
Amended to	June 30, 2020
Amended to	December 31, 2020
Amended to	June 30, 2022
Amended to	December 31, 2023
By this letter, amended to	December 31, 2025

This no-additional-cost change order for the extension is as requested by your letter dated December 8, 2023. This amendment becomes effective upon approval by the Governor and Council.

Sincerely,

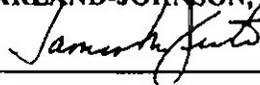
Jason M. Ayotte, P.E.
Project Manager

Approved:

David M. Rodrigue, P.E.
Assistant Commissioner

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By: 

Title: Chief Executive Officer

JMA/jma

s:\highway-design\towns\bow\13742\agreements\consultant\part b - preliminary\2. contract management (standalone)\3. amendments\amendment 8 - 2023
time extension\202x-xx-xx_m-j time extension letter.docx

AGREEMENT AMENDMENT

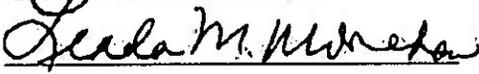
BOW-CONCORD, T-A000(018), 13742 (PART B)

MCFARLAND-JOHNSON, INC.

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

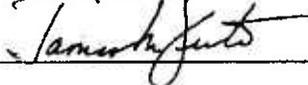
Consultant

WITNESS TO THE CONSULTANT

By: 
Administrative Assistant

Dated: 12/29/23

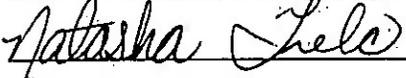
CONSULTANT

By: 
Chief Executive Officer (Title)

Dated: 12/29/23

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: 

Dated: 1/17/2024

THE STATE OF NEW HAMPSHIRE

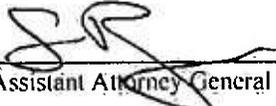
By: 
Director of Project Development
for DOT COMMISSIONER

Dated: 1-17-24

Attorney General

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

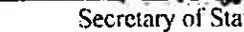
Dated: 2/12/2024

By: 
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on MAR 13 2024 approved this amended AGREEMENT.

Dated: MAR 13 2024

Attest: 
By: 
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MCFARLAND-JOHNSON, 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: 0006289116



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of July A.D. 2023.

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

David M. Scanlan
Secretary of State

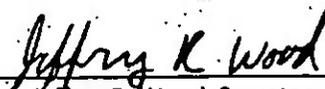
**CERTIFICATE OF SECRETARY
OF
McFARLAND-JOHNSON, INC.
ATTESTING TO THE ADOPTION OF BOARD RESOLUTION**

I, Jeffrey R. Wood, Secretary of McFarland-Johnson, Inc., certify that on March 8, 2023 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
Jeffrey R. Wood	Vice President/Secretary/Treasurer
Thomas T. Kendrick	Vice President
John L. Mafera	Vice President

I certify that as a result of the action of the Board of Directors, all of the above-named officers of McFarland-Johnson, Inc. are fully authorized to enter into any contracts, including Bow-Concord, T-A000(018), 13742 (Part B), in the name of and on behalf of the Corporation for the rendering of services by the Corporation.

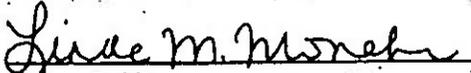


Jeffrey R. Wood, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 19th day of December 2023



Notary Public **Linda M. Monahan**
Notary Public, State of New York
No. 4968747
Residing in Broome County
My commission expires 7/2/26

L:\FLOO\CORP\MSC\JRW





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2023

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

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

PRODUCER Fenner & Esler Agency, Inc. PO Box 60 Oradell, NJ 07649 USA	1-201-262-1200	CONTACT NAME: Timothy P. Esler, CPCU PHONE (A/C No., Ext): 201-262-1200 FAX (A/C No): 201-262-7810 E-MAIL ADDRESS: certs@fenner-esler.com														
INSURED McFarland-Johnson, Inc. 49 Court Street Suite 240 Binghamton, NY 13901 USA	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Hartford Fire Insurance Company																
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES **CERTIFICATE NUMBER:** 535396291 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof/Poll Liability			39 OR 0546136-23 FULL PRIOR ACTS	06/15/23	06/15/24	Per Claim 5,000,000 Annual Aggregate 5,000,000 Deductible per clm 50,000

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

13742 Bow-Concord Contract Extension

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

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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G&C # 5F
DATE 6-29-22

JUN 15 '22 PM 2:54 RCVD



5F

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
May 31, 2022

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

REQUESTED ACTION

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

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

EXPLANATION

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

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

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

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

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

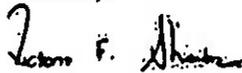
The current time extension amendment is required because the final decision on the preferred alternative has been delayed due to ongoing coordination with the City of Concord which is beyond the control of the consultant. Of the previously amended \$2,499,538.89 amount for this contract, there is a balance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

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

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

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

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

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

May 23, 2022

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

Dear Mr. McCarthy:

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

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
Amended to	June 30, 2022
By this letter, amended to	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

Director of Project Development

Approved:

William J. Cass, P.E.

Assistant Commissioner

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By:

Chief Executive Officer

Title: _____

JMA/jma

c:\highway-design\www\bow\13742\agreements\consultant\part b - preliminary\2. contract management (standalone)\7. amendment\amendment 7 - 2022 time extension\2022-05-23_m-j time extension letter.docx

AGREEMENT AMENDMENT

BOW CONCORD, T-A000(018), 13742 (PART B)

MCFARLAND-JOHNSON, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: *Leela M. Nivetha*

Administrative Assistant

Dated: 5/24/22

CONSULTANT

By: *James J. Jett*

Chief Executive Officer

(Title)

Dated: 5/24/22

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Natasha Gule*

Dated: 5/24/2022

THE STATE OF NEW HAMPSHIRE

By: *P. J. [Signature]*

Director of Project Development

for DOT COMMISSIONER

Dated: 5/24/2022

Attorney General

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

Dated: 6/9/2022

By: *Emily C. [Signature]*
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on JUN 29 2022 approved this amended AGREEMENT.

Dated: JUN 29 2022

Attest: *[Signature]*

By: Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MCFARLAND JOHNSON is a New Hampshire Trade Name registered to transact business in New Hampshire on January 25, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 686326

Certificate Number: 0005777415



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State

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

I, Jeffrey R. Wood, Secretary of McFarland-Johnson, Inc., certify that on March 30, 2022, at a Meeting of the Board of Directors of McFarland-Johnson, Inc., the Directors, acting unanimously, adopted the following resolution:

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

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

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

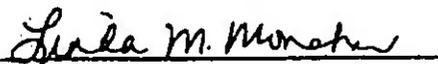


Jeffrey R. Wood, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 24th day of May 2022



Notary Public

LINDA M. MONAHAN
Notary Public, State of New York
No. 458247

Residing in Orange County
My commission expires 7/2/26

L:\LOCAL\NYMISC\JRW





Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C # 57
Date 1/22/21

05023-20 Nov 2020



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% Tumpike Funds.

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

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

The Central Tumpike 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.

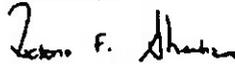
This amendment is to increase the total amount payable under this Agreement by \$593,435.24 as payment for additional design services by McFarland-Johnson, Inc. for work to complete the remaining NEPA process and preliminary design to accommodate changes suggested by Bow and Concord.

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

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)
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 include dates from December 31, 2015 to June 30, 2022.

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

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

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

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

- Increases the estimated amount of (a) actual CONSULTANT'S salaries, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead by \$383,082.48, from \$1,108,363.88 to \$1,491,446.36;
- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by \$38,308.25, from \$102,816.14 to \$141,124.39;

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 Kopsberg
Office Coordinator

Dated: 11/17/2020

CONSULTANT

By: James J. Jett
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: P. A. H. Director of Project Development

for DOT COMMISSIONER

Dated: 11/19/2020

Attorney General

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

Dated: 12/2/2020

By: Anna B. Ginnister
Assistant Attorney General

Secretary of State

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

Dated: JAN 22 2021

Attest: [Signature]
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 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 polides and rules:

<u>Name</u>	<u>Office</u>
James M. Festa	- CEO - Engineering
Chad G. Nixon	- President
Frank J. Greco	- Sr. Vice President/CFO/Secretary/Treasurer
Thomas T. Kendrick	- Vice President
Jeffrey R. Wood	- Vice President

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



Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 17th day of November 2020

Linda M. Monahan

Notary Public

LINDA M. MONAHAN
Notary Public, State of New York
No. 496747
Residing in Greene County
My commission expires 7/2/22
L3LOON13C/P30123A

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



MCFAJ0H-01

KUJMH

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER: Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	AGENT: Michael Burns Phone: (607) 764-0329 45230 Fax: (607) 764-8797 Email: Michael.Burns@ioausa.com
INSURED: Dick's and Johnson, Inc. 49 Court Street PO Box 1880 Binghamton, NY 13903-1880	INSURANCE COMPANIES: National Fire Insurance Co. of Hartford 20478 Continental Insurance Company 25288 Valley Forge Insurance Company 20508

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.

CLASS	TYPE OF COVERAGE	CLASSIFICATION	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OTHER NEW AGREEMENTS LIMIT APPLIED PER POLICY: <input checked="" type="checkbox"/> 25 <input type="checkbox"/> 50 <input type="checkbox"/> 100 <input checked="" type="checkbox"/> LOC	X	8056803227	1/1/2021	1/1/2022	EACH OCCURRENCE 1,000,000 AGGREGATE 100,000 MEDICAL FEES 15,000 PERSONAL & ADVERTISING 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS / COMPLETE 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SOLE-TRAINED AUTOS <input checked="" type="checkbox"/> NON-SOLE-TRAINED AUTOS ONLY	X	8056803213	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT 1,000,000 BODILY INJURY PER PERSON BODILY INJURY PER OCCURRENCE PROPERTY DAMAGE
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> RETENTION 10,000	X	8056803244	1/1/2021	1/1/2022	EACH OCCURRENCE 10,000,000 AGGREGATE 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY OCCUPATIONAL ACCIDENTS/INJURIES/DEATHS (Mandatory in NY)	N/A	WC654803230	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> 180 <input type="checkbox"/> 180 CA EXCLUSION 1,000,000 SA EXCESS 1,000,000 SA EXCESS 1,000,000
A	<input checked="" type="checkbox"/> V&I Papers & Records		8056803227	1/1/2021	1/1/2022	Blanket Limit 1,000,000

DESCRIPTION OF OPERATIONS (LOGS/FORMS / VIDEOS) (ACORD 101, Additional Records Attached, may be attached if more space is required)
 Project: Bow-Coccard, 13742 (Part B) 143 improvements

Staff of New Hampshire Department of Transportation and all other parties as required by written contract are additional insured on a primary and non-contributory basis including completed operations in regard to general liability per endorsement numbers CNA74816NY, CNA74887NY, in regard to auto per endorsement number SCA 23 800511.

CERTIFICATE HOLDER New Hampshire Department of Transportation P. O. Box 483 Concord, NH 03312	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2020

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

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

PRODUCER Feener & Esler Agency, Inc. PO Box 60 Oradell, NJ 07649 USA	CONTACT NAME: Timothy P. Esler, CPCU PHONE: 201-262-1200 FAX: 201-262-7811 ADDRESS: cert@feener-esler.com
INSURED McFarland-Johnson, Inc. att: Frank J. Greco 49 Court Street Suite 240 Binghamton, NY 13901 USA	INSURER A: Berkshire Hathaway Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES CERTIFICATE NUMBER: 534924362 REVISION NUMBER:

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:				EACH OCCURRENCE PERSONAL & ADV INJURY MED EXP (any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				UNINSURED MOTORIST BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE MEDICAL EXPENSE
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> EXT <input type="checkbox"/> INTENTION				EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PERM <input type="checkbox"/> DISC <input type="checkbox"/> PER				PER CLAIM ANNUAL AGGREGATE DEDUCTIBLE PER CLAIM
A Prod/Ven Liability	47-EPP-305431-03 FULL PRIOR ACTS	06/15/20	06/15/21	Per Claim: \$5,000,000 Annual Aggregate: \$5,000,000 Deductible per claim: \$0,000

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

Bow-Concord, 13743 Part B

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

ACORD 25 (2016/03)
jvalentino
534924362

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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C # 50
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.

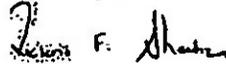
The current time extension amendment is required because the final decision on the preferred alternative involving building consensus among the Concord community has been delayed for reasons beyond the control of the consultant. The recent restrictions on public gatherings has further exacerbated the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

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

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

May 12, 2020

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

Dear Mr. McCarthy:

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

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

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

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

Sincerely,

Donald A. Lyford, P.E.
Project Manager

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

We concur in the above Amendment.

MCFARLAND-JOHNSON, INC.

By:

Title: Chief Executive Officer

DAI/wjh
c:\highway-design\towns\bow\13742\open\mcfarland\time extension may 2020\ve-j 03-12-20 let.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

CONSULTANT

By: [Signature]
Administrative Assistant

By: [Signature]
Chief Executive Officer (Title)

Dated: 5/12/20

Dated: 5/12/20

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: [Signature]

By: [Signature]
Director of Project Development

for DOT COMMISSIONER

Dated: May 14, 2020

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: [Signature]
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: [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 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

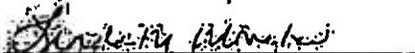
I certify that as a result of the action of the Board of Directors, James M. Festa, CEO-Engineering of McFarland-Johnson, Inc., is fully authorized to enter into any contracts, including Bow-Concord 13742 (Part B)-I-93 Improvements, in the name of and on behalf of the Corporation for the rendering of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


Frank J. Greco, Secretary

[CORPORATE SEAL]

SUBSCRIBED AND SWORN TO

this 10th day of May, 2020.



Notary Public

7/2/20

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



MCFAJ0H-01

KUJSHM

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Insurance Office of America 31 Lewis Street Suite 201 Binghamton, NY 13901	CONTACT Michael Burns Phone: (607) 754-0329 45230 Fax: (607) 754-0787 Email: Michael.Burns@iosusa.com
INSURED McFarland Johnson, Inc. 49 Court Street Suite 240 Binghamton, NY 13901	INSURER(S) AFFORDING COVERAGE National Fire Insurance Co of Hartford 20478 Continental Insurance Company 35289 Valley Forge Insurance Company 20508

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.

CLASS	TYPE OF INSURANCE	MODELS (R-30, 2000)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR LIMIT: \$1,000,000 PER POLICY <input checked="" type="checkbox"/> 250K <input checked="" type="checkbox"/> 100K	X	6056803227	1/1/2020	1/1/2021	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex. Automobiles): \$ 100,000 AUTO EXP. (EX. RENTED VEHICLES): \$ 15,000 PERSONAL & FAMILY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMPOUND ANNUAL: \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> RENTED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY		6056803213	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT: \$ 1,000,000 BODILY INJURY (PER PERSON): \$ BODILY INJURY (PER PERSON) (MEDICAL EXPENSE ONLY): \$ PROPERTY DAMAGE: \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DEED <input checked="" type="checkbox"/> RETENTION \$10,000		6056803244	1/1/2020	1/1/2021	EACH OCCURRENCE: \$ 10,000,000 AGGREGATE: \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY OCCUPATIONAL ACCIDENTS <input checked="" type="checkbox"/> OFF-SHORE EXCLUDED <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	N/A	WC656803230	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> PER EACH OCCURRENCE: \$ 1,000,000 AGGREGATE: \$ 1,000,000 EMPLOYERS' LIABILITY: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 91, 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 CNA74838NY, CNA75079XX, CNA74887XX.

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

DATE (MM/DD/YYYY)
03/12/2020

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

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

PRODUCER Fenner & Seler Agency, Inc. PO Box 60 Oradell, NJ 07649 INSURED McFarland-Johnson, Inc. att: Frank J. Greco 49 Court Street, Suite 210 Binghamton, NY 13902 USA	CONTACT NAME: Timothy V. Seler, CPCU PHONE: 201-263-1200 FAX: 201-263-781- EMAIL: cert@fenner-seler.com INSURER'S AFFORDING COVERAGE: INSURER A: Berkshire Hathaway Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E:
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COVERAGES: CERTIFICATE NUMBER: 534908334 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.

TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	FROM (MM/DD/YYYY)	TO (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR COMM. AGGREGATE LIMIT APPLIES FOR POLICY <input type="checkbox"/> PER OCCURRENCE <input type="checkbox"/> PER CLAIM					EACH OCCURRENCE (DAMAGE TO RENTED PREMISES) \$1,000,000 MED EXP (Any one person) \$100,000 PERSONAL & ADV INJURY \$1,000,000 COMM. AGGREGATE \$1,000,000 PERMITS CONTR. (When Not Applicable) \$1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SOLELY OWNED AUTOS ONLY <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per person) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000
UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COV. <input type="checkbox"/> INDICATIONS					EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER OR PART-TIME/SEASONAL/TEMPORARY OFFICE/WAREHOUSE EXCLUDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Excluded in ISO) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, describe under DESCRIPTION OF OPERATIONS	N/A				<input type="checkbox"/> EACH ACCIDENT <input type="checkbox"/> PER CLAIM <input type="checkbox"/> PER EMPLOYEE <input type="checkbox"/> PER POLICY LIMIT
Professional Liability		47-RPP-305431-03 FULL PRIOR ACTS	06/15/19	06/15/20	Per Claim \$1,000,000 Annual Aggregate \$1,000,000 Deductible per claim \$0,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10). Additional Reports, Schedules, may be attached if more space is required.

New- Concord, 13743 Part B

CERTIFICATE HOLDER: New Hampshire Department of Transportation P. O. Box 483 Concord, NH 03302-0483 USA	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Victoria P. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #96
Date 6-19-19



William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
May 3, 2019

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

REQUESTED ACTION

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

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

	<u>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 those 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.

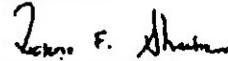
This amendment to the Agreement involves additional effort to develop and model project changes in response to suggestions/concerns expressed by the Town of Bow and the City of Concord as a result of testimony received at the November 14, 2018 Public Hearing. Associated with the testimony from the hearing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

BOW-CONCORD
13742 (Part B)
I-93 Improvements
Fee Increase Amendment #2 & Time Extension Amendment #4
(Agreement Dated October 7, 2013,
Contract No. S000389)

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:

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

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

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

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

"The total amount to be paid under this AGREEMENT shall not exceed \$1,906,101.65; 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 ~~\$118,892.71~~.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Independent Archaeological Consulting, LLC, which remains at ~~\$10,718.25~~.
- ~~Decreases~~ the estimated amount of (d) reimbursement for actual cost of subconsultant Resilience Planning and Design (formerly Jeffrey H. Taylor & Associates) by \$1,335.00, from \$17,068.50 to ~~\$15,733.50~~.
- ~~Decreases~~ the estimated amount of (d) reimbursement for actual cost of subconsultant Nobis Engineering, by \$3,098.00, from \$18,043.99 to ~~\$14,945.99~~.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant Resource Systems Group, Inc., which remains at ~~\$291,745.59~~.
- Does not change the estimated amount of (d) reimbursement for actual cost of subconsultant TranSystems, which remains at ~~\$150,862.55~~.

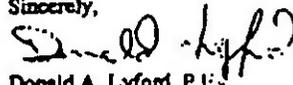
Also, the first sentence in paragraph 1. of Article II, Section C (Limitation of Costs) is being amended to read as follows:

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

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

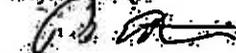
This amendment becomes effective upon approval by the Governor and Council.

Sincerely,



Donald A. Lyford, P.E.

Project Manager



Approved:

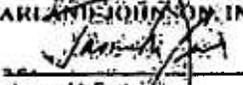
Peter E. Stannas, P.E.

Director of Project Development

We concur in the above Amendment.

MCPARLIAMENTARY, INC.

By:


James M. Foote

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: [Signature]
Administrative Assistant
Dated: 5/3/19

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

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]
Dated: May 8, 2019

THE STATE OF NEW HAMPSHIRE

By: [Signature]
Director of Project Development
DOT COMMISSIONER
Dated: May 8, 2019

Attorney General

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

Dated: June 6, 2019

By: [Signature]
Assistant Attorney General

Secretary of State

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

Dated: JUN 19 2019

Attest: [Signature]
By: **DEPUTY SECRETARY OF STATE**

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 it is in good standing as far as this office is concerned.

Business ID: 2503

Certificate Number: 0004041181



IN TESTIMONY WHEREOF,

I have set my hand and office to be attested
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (DDMMYY)
6/3/2015

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

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

PRODUCER Fennec & Zelar 467 Underbank Road P. O. Box 61 Oradell, NJ 07648-0060	CONTACT Timothy Zelar Phone: (201) 362-1200 Fax: (201) 362-1200 E-mail: tzelar@fennec-zelar.com
INSURED McFarland-Johnson, Inc. 49 Court Street, Metrocenter PO Box 1900 Dinghams, NY 13902-1900	INSURER(S) Berkshire Hathaway Specialty Insurance, Inc. 2276

CERTIFICATE NUMBER: Master 19-30 (bl) dated 6/3/2015 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.

TYPE OF INSURANCE	INSURANCE CLASSIFICATION	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> YEAR <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE DAMAGES TO PROPERTY AUTOMOBILE LIABILITY BODILY INJURY AND PROPERTY DAMAGE PERSONAL AND ADVERTISING PRODUCTS AND COMPLETED OPERATIONS AUTOMOBILE LIABILITY BODILY INJURY AND PROPERTY DAMAGE PERSONAL AND ADVERTISING PRODUCTS AND COMPLETED OPERATIONS
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> MIXED AUTOS <input type="checkbox"/> OTHER AUTOS <input type="checkbox"/> NORMAL BY AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMMERCIAL AUTO LIABILITY BODILY INJURY AND PROPERTY DAMAGE PERSONAL AND ADVERTISING PRODUCTS AND COMPLETED OPERATIONS
<input type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> NET <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE NET / RETENTION
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY OCCURRENCE / CLAIM MADE / OCCUR <input type="checkbox"/> EXCLUSIONS AND CONDITIONS AS APPLICABLE					PER CLAIM / ACCIDENT ALL EMPLOYERS / POLICY LIMIT
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY Deductible per claim \$500		07-EPV-100431-01 07-EPV-100431-00	6/15/2010 6/15/2015	6/15/2010 6/15/2015	PER CLAIM LIMIT AGGREGATE LIMIT \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Insured, Schedule, may be attached if space is required)
E.g. New Concord, 13761 (Part B) I-95 Expressway

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



Victoria P. Sheehan
Commissioner

GIC #51
Date 6/6/18

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
April 11, 2018

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

On November 20, 2013, the Governor and Council authorized the subject engineering and environmental services Agreement (Item #123; copy of Resolution attached) in the amount of \$1,660,885.66 to address long-term safety and capacity needs along approximately four miles of the Interstate 93 (I-93) corridor from just south of Interstate 89 (I-89) in Bow to the bridge over the Merrimack River north of Interstate 393 (I-393) in the City of Concord. The project includes Exit 1 on I-89 and Exit 1 on I-393. The development of the preliminary engineering for this project is proceeding in three phases (Parts A, B, and C). Part A is complete and involved system analysis, preparing base plans, inventorying resources, and screening conceptual alternatives. This contract is for the second phase (Part B) only. The purpose of Part B is to assist the Department in the selection of a preferred alternative for reconstruction within these limits, further development of preliminary engineering plans and formal environmental documentation to be taken to a Public Hearing. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Bow-Concord 13742).

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

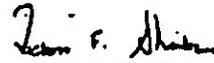
and air quality improvements. The consultant will estimate the value of each benefit in terms of money saved by the traveling public compared to no-build conditions. The FHWA *Policy on Access to the Interstate System* places emphasis on the safety, operational, and acceptability of access modifications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

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

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

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

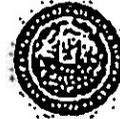
Sincerely,


Victoria F. Sheehan
Commissioner

Attachments



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 13743).

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 \$83,500 remaining (100% Turnpike Funds). The previous time extension amendment, which extended the contract's original completion date of December 31, 2015 to June 30, 2017, was approved by Governor and Council on November 18, 2015, Item #4A.

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

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

Sincerely,

Victoria F. Sheehan
 Victoria F. Sheehan
 Commissioner



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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 Council Calendar.

Authorize the Department of Transportation to amend PO #5000119, with McParland 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-49 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) to Dow 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) (3742).

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 start/finish coordination with the Central NH Regional Planning Commission and new modeling software. Of the original \$1,660,645.66 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



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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
October 2, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with McFarland-Johnson, Inc., Concord, NH and Binghamton, NY, Vendor #164736, for a total fee not to exceed \$1,660,885.66 to prepare the second phase of the preliminary engineering design for the section of Interstate 93 passing through Bow and Concord from I-89 through I-393, effective upon Governor and Council approval through December 31, 2015. 100% Turnpike Funds.

Funding is available as follows:

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

EXPLANATION

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

The study will continue using a dynamic public participation program that involves public officials and as the project develops the general public will be involved. The advisory committee utilized during part A, the Planning Group, will be reconstituted for Part B. The Range of Reasonable Alternatives determined in Part A will be evaluated and refined in Part B to help determine a preferred alternative. Environmental impacts will be identified in more detail and quantified to determine required mitigation and documentation. Assuming a successful Public Hearing, the Department reserves the right to either negotiate a scope and fee for Part C (final design), or terminate the contract with McFarland-Johnson, Inc.

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

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for "Part B" preliminary engineering design and associated environmental services for the Bow-Concord 13742 project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on January 26, 2012, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on March 6, 2012 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on April 27, 2012 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on June 28, 2012 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of five (5) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm

The Louis Berger Group
 Jacobs
McFarland Johnson, Inc.
 URS Corporation
 Vanasse Hangen Brustlin, Inc.

Office Location

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

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

McFarland-Johnson, Inc. has agreed to furnish the required services for a total fee not to exceed \$1,660,885.66. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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

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

Sincerely,

Christopher D. Clement, Sr.
 Commissioner

June 28, 2012

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

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

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

SUMMARY

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

EVALUATION OF TECHNICAL PROPOSALS

Rating Consideration	Weight	Scoring of Firms		
		The Louis Berger Group, Inc.	McFarland-Johnson, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	15	20	14
Clarity of the Proposal	20%	13	20	17
Capacity to Perform in a Timely Manner	20%	16	20	16
Quality & Experience of Project Management	20%	15	13	13
Previous Performance	10%	6	10	9
Overall Suitability for the Assignment*	10%	6	10	9
Total	100%	78	100	89

*Includes: Proximity to project, size, quality and experience of subconsultant municipalities or other third party.

- Ranking of Firms:
1. *MJ*
 2. *VHB*
 3. *LBG*

Rating Consideration	Weight	Scoring of Firms		
		The Louis Berger Group, Inc.	McFarland-Johnson, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	15	19	18
Clarity of the Proposal	20%	16	20	19
Capacity to Perform in a Timely Manner	20%	16	19	17
Quality & Experience of Project Management	20%	15	18	17
Previous Performance	10%	7	9	9
Overall Suitability for the Assignment*	10%	7	10	9
Total	100%	79	98	89

*Includes: Proximity to project, size, quality and experience of subconsultant municipalities or other third party.

- Ranking of Firms:
1. *MJ*
 2. *VHB*
 3. *LBG*

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	W H O N E Y	The Louis Berger Group, Inc.	McFarland-Johnson, Inc.	Vannoy Mangos Brantley, Inc.
Comprehension of the Assignment	20%	18	17	17
Clarity of the Proposal	20%	14	16	18
Capacity to Perform in a Timely Manner	20%	17	18	19
Quality & Experience of Project Manager/Team	20%	18	17	17
Previous Performance	10%	8	7	7
Overall Suitability for the Assignment*	10%	6	8	9
Total	100%	83	72	93

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

- Ranking of Firms:
1. Vannoy Mangos Brantley, Inc.
 2. McFarland Johnson Inc.
 3. The Louis Berger Group, Inc.

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

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

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

Rating Considerations	Scoring of Firms			
	W H O N E Y	The Louis Berger Group, Inc.	McFarland-Johnson, Inc.	Vannoy Mangos Brantley, Inc.
Comprehension of the Assignment	20%	16	15	18
Clarity of the Proposal	20%	17	17	18
Capacity to Perform in a Timely Manner	20%	18	19	19
Quality & Experience of Project Manager/Team	20%	17	16	17
Previous Performance	10%	8	6	9
Overall Suitability for the Assignment*	10%	8	6	7
Total	100%	94	79	92

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

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

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)
NHOT Prequalifications 2012

PART II - GENERAL QUALIFICATIONS

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

1. (OR BRANCH OFFICE) NAME McFarland-Johnson, Inc.			3. YEAR ESTABLISHED 1994	4. DUNS NUMBER 041887077
2a. STREET 53 Regional Drive			6. OWNERSHIP	
2b. CITY Concord			2c. STATE NH	2d. ZIP CODE 03301
6a. POINT OF CONTACT NAME AND TITLE Michael Long, Regional Office Manager			a. TYPE Corporation	
6b. TELEPHONE NUMBER 603-226-2976 x110			6c. E-MAIL ADDRESS mlong@mjinc.com	
6d. FORMER FIRM NAME(S) (if any)			7. NAME OF FIRM (if block 2a is a branch office) McFarland-Johnson, Inc.	
			6e. YR. ESTABLISHED	6f. DUNS NUMBER

9-27-12

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 6 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	17	1	A01	Acoustics; Noise Abatement	1
08	CADD Technician	7	4	A05	Airports; Naval Air; Airport Lighting; Aircraft	2
12	Civil Engineers	25	10	A08	Airports; Terminals; & Hangars; Freight	1
15	Construction Inspectors	2	0	B02	Bridges	6
18	Cost Engineer/Estimator	0	0	C05	Codes; Standards; Ordinances	1
19	Ecologist	0	0	C15	Construction Management	3
20	Economists	1	0	E01	Ecological & Archeological Investigations	2
21	Electrical Engineers	3	0	E09	Environmental Impact Studies, Assessments	3
23	Environmental Engineer	0	0	E11	Environmental Planning	2
24	Environmental Scientist	8	3	G01	Garages; Vehicle Maintenance Facilities	1
29	Geographic Information System	2	0	H07	Highways; Streets; Airfield Paving; Parking	6
32	Hydraulic Engineer	1	0	H08	Historical Preservation	1
38	Land Surveyor	0	0	I01	Industrial Buildings; Manufacturing Plants	2
39	Landscape Architects	1	0	L06	Lighting (Exterior; Street; Memorials)	1
42	Mechanical Engineers	8	0	M09	Modular Systems Design; Pre-fab Structures	1
47	Planners: Urban/Regional	6	1	P08	Planning (Site, Installation and Project)	2
65	Soils Engineers	0	0	R03	Railroad and Rapid Transit	1
67	Structural Engineers	11	6	S09	Structural Design; Special Structures	3
60	Transportation Engineers	11	4	S13	Stormwater Handling & Facilities	2
	Airport Engineer	3	0	T03	Traffic & Transportation Engineering	2
	Other Employees	0	0	W01	Warehouses & Depots	2
	Total	100	29	W02	Water Resources; Hydrology; Ground Water	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 8/29/2012
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NAME AND TITLE

Michael Long, Regional Office Manager