

79 *Am*



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

November 14, 2017

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

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a contract with Harriman Associates (VC #153055-B001), 46 Harriman Drive, Auburn, ME, in an amount not to exceed \$97,000.00 for the purpose of providing consulting services for the State Police Forensic Laboratory Needs Assessment. This contract will be effective upon Governor and Council approval through June 30, 2018. Funding source: 100% Federal Funds.

Funds are available in the SFY2018 operating budget as follows:

02-23-23-234010-40170000	Dept. of Safety – Div. of State Police – Federal Forfeiture Program	<u>FY 2018</u>
046-500464	Consultants – Gen. Consultants Non-Benefit	\$97,000.00

Explanation

This contract will provide the New Hampshire State Police Forensic Laboratory (NHSPFL) with consulting services that will consist of an existing facility and program assessment, a spatial and operational program plan, an on-site preliminary design presentation, cost modeling, a feasibility study and preliminary recommendations, as well as an on-site final report and recommendations. The State Police Forensic Laboratory is the main provider of forensic laboratory services in New Hampshire, providing forensic services for state and local law enforcement and fire departments.

The need for this assessment is a result of several factors. First, due to the increasing demands for forensic lab service, the volume of evidence, and current and projected staffing level, the current space is becoming inadequate. The 2013 recommendations from the National Institute for Justice specify 860 to 930 gross square feet per staff member; however, the NHSPFL currently has less than half the lowest recommended space per staff member. Second, although there have been renovations and small expansions since the Department of Safety building was first opened in 1976, the options for additional expansions are currently limited by significant HVAC needs for adding laboratory space to the existing building. Third, the typical case profile has changed the need for additional laboratory space. For example, although the DNA Testing Unit was opened in the existing facility in 1999, the capacity barely meets the State's current needs. Case demands by prosecutors and investigators are projected to increase significantly within the next 5-10 years based on historical and current case submission levels and on the fact that juries, prosecutors, and investigators have come to expect DNA testing in virtually all cases where biological residues are transferred. With the benefits of advanced sensitive DNA tests and CODIS, testing of unsolved cases, which currently are without identified suspects, often leads to resolution.

The Division of State Police released a Request for Proposal (RFP DOS 2018-04). The RFP was advertised on the Purchase and Property website from August 14, 2017 through September 27, 2017. There were a total of four (4) vendors that submitted bids, SMRT Architects and Engineers, Harriman Associates, Lavallee Brensinger Architects, and Crime Lab Design. Harriman Associates was chosen because they were the lowest cost, qualified bid.

Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety

SMRT Architects and Engineers:

		Evaluator Scores			
		TP	MS	JS	KC
TECHNICAL PROPOSAL					
Approach to complete the tasks involved in the Scope of Services	10	8.0	0.0	6.0	6.0
Qualifications of the project team members	10	10.0	10.0	10.0	9.0
Professional experience for similar forensic laboratory project of similar type and scale	20	20.0	20.0	20.0	15.0
Presentation / Interview	20	18.0	15.0	18.0	18.0
PRICE PROPOSAL					
Cost Proposals	40	39.58	39.58	39.58	39.58
		95.6	84.6	93.6	87.6
\$	98,022.00	Averaged Score			90.3

Harriman Associates:

		Evaluator Scores			
		TP	MS	JS	KC
TECHNICAL PROPOSAL					
Approach to complete the tasks involved in the Scope of Services	10	10.0	10.0	10.0	9.0
Qualifications of the project team members	10	10.0	10.0	10.0	9.0
Professional experience for similar forensic laboratory project of similar type and scale	20	20.0	20.0	20.0	17.0
Presentation / Interview	20	19.0	20.0	18.0	18.0
PRICE PROPOSAL					
Cost Proposals	40	40.0	40.0	40.0	40.0
		99.0	100.0	98.0	93.0
\$	97,000.00	Averaged Score			97.5

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Consultant hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Consultant Name Harriman Associates		1.4 Consultant Address 46 Harriman Drive Auburn, ME 04210	
1.5 Consultant Phone Number (800) 649-5551	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation Not to Exceed \$97,000.00
1.9 Contracting Officer for State Agency Kevin EJ Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Consultant Signature 		1.12 Name and Title of Consultant Signatory JUDY L. JOHNSON Principal	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Androscoggin</u> On <u>11/13/2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 1px solid black; padding: 5px; text-align: center;"> Leonard Lamoreau Notary Public, State of Maine My Commission Expires Mar. 27, 2020 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Leonard Lamoreau, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/28/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONSULTANT/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Consultant identified in block 1.3 ("Consultant") to perform, and the Consultant shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Consultant commences the Services prior to the Effective Date, all Services performed by the Consultant prior to the Effective Date shall be performed at the sole risk of the Consultant, and in the event that this Agreement does not become effective, the State shall have no liability to the Consultant, including without limitation, any obligation to pay the Consultant for any costs incurred or Services performed. Consultant must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Consultant notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Consultant for all expenses, of whatever nature incurred by the Consultant in the performance hereof, and shall be the only and the complete compensation to the Consultant for the Services. The State shall have no liability to the Consultant other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Consultant under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONSULTANT WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Consultant shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Consultant, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Consultant. In addition, the Consultant shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Consultant shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Consultant shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Consultant further agrees to permit the State or United States access to any of the Consultant's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Consultant shall at its own expense provide all personnel necessary to perform the Services. The Consultant warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Consultant shall not hire, and shall not permit any subConsultant or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Consultant shall constitute an event of default hereunder ("Event of Default");

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Consultant a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Consultant notice of termination;

8.2.2 give the Consultant a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Consultant during the period from the date of such notice until such time as the State determines that the Consultant has cured the Event of Default shall never be paid to the Consultant;

8.2.3 set off against any other obligations the State may owe to the Consultant any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Consultant shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONSULTANT'S RELATION TO THE STATE. In the performance of this Agreement the Consultant is in all respects an independent Consultant, and is neither an agent nor an employee of the State. Neither the Consultant nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. Neither party shall assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the other party. None of the Services shall be subcontracted by the Consultant without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Consultant shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the willful and negligent acts or omissions of the Consultant. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Consultant shall, at its sole expense, obtain and maintain in force, and shall require any subConsultant or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Consultant shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Consultant shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Consultant agrees, certifies and warrants that the Consultant is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Consultant is subject to the requirements of N.H. RSA chapter 281-A, Consultant shall maintain, and require any subConsultant or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Consultant shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Consultant, or any subConsultant or employee of Consultant, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Consultant.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

Harriman Associates (Consultant) of Auburn, ME is being contracted by the Department of Safety, Division of State Police Forensic Laboratory (State) to provide a Needs Assessment on the Forensic Laboratory.

The contract will become effective upon Governor and Council approval through June 30, 2018.

The State will have the right to terminate the contract at any time by giving the Consultant a thirty (30) day written notice.

The Consultant shall provide the following services:

Del#	Deliverable	Duration
1	On-Site Project Kick Off Meeting	One Week
2	Existing Facility and Program Assessment	Two Weeks
3	Spatial and Operational Program Plan	Three Weeks
4	On-site Preliminary Design Presentations	One Week
5	Cost Modeling	With Task 3 and 6
6	Feasibility Study and Preliminary Recommendations	Two Weeks
7	On-site Final Report and Recommendations	Two Weeks
	TOTAL	11 Weeks

Task 1 - On-Site Project Kick-Off Meeting

The objective of the Project Kick Off Meeting will be to identify the current facility shortcomings and characteristics allowing the Consultant to develop early conceptual ideas and desirable potentials. The meeting will consist of a tour of the existing facility and interviews with all of the identified users of the facility, and a preliminary program developed from previous NHSPFL documentation which will serve as a preview of the space listing. The Consultant will review circulation paths, material and evidence flows, frequency of use and critical adjacencies. This meeting will assist the Consultant in encapsulating the NHSPFL's vision of new ways of working, workplace strategies, and changes in the workforce. The Consultant will propose ways in which physical environment can create a bridge between forensic disciplines. This will establish the baseline for the specific departmental programmatic needs of the facility.

Deliverable 1

Attendance by the Consultant, and all proposed specialists, consultants and engineer is required. The Kick Off Meeting will serve to introduce the principal project resources (Consultant and State), review the project scope, define information, and materials required to be exchanged by the parties, and confirm next steps. At the completion of this meeting, the Consultant shall prepare minutes of the meeting and define estimated work effort and timeline (herein called the Work Plan) to execute the entire contract Tasks and Deliverables. The Work Plan shall detail anticipated on-site activities including scope, duration, and required State resources.

Task 2 – Existing Facility & Program Assessment

One of the early critical steps in planning and conceptualizing a proposed plan is to assess and understand existing conditions. The Consultant shall interview key lab management staff, review existing documentation as it exists for both the facility and the site to use a baseline for projecting future space (spatial), systems and equipment need, and evaluating the observable conditions. This evaluation shall be used by the State when evaluating the pros and cons of the final recommendation(s) regarding the approach for pursuing a renovation in place, building addition or new free standing solution. In addition to collecting CAD drawings, organization charts and workflow information the Consultant will receive a tour of all areas occupied and unoccupied including the basement and roof areas of the existing facility. The Consultant will physically review existing conditions accompanied by our facilities staff and will review critical components of the building systems. As a part of the process, a photo inventory of existing conditions will identify and document existing conditions.

Field notes and mark-ups on existing plans will be organized and transferred to a new set of CAD drawings including:

- a. Architectural base plans showing the existing location of all permanent structural and interior architectural elements
- b. HVAC plans showing major vertical and horizontal air and piped distribution and all major equipment to remain
- c. Plumbing drawings showing existing risers and plumbing equipment to remain
- d. Fire Protection drawings showing existing risers, areas of existing coverage, and equipment to remain
- e. Electrical riser diagram and plans showing major equipment to remain

Information to be provided to the Consultant from the owner will include:

- a. Existing CAD drawings and specifications of the entire laboratory
- b. Architectural, Mechanical, Electrical, Plumbing, Fire Protection plans
- c. Utility rate information
- d. Previous reports and deficiencies

Deliverable 2

The Consultant will review the existing conditions of the site and facility and develop a comprehensive report of their findings including evaluation of mitigation strategies and recommendations. This information will provide a basis for decision making during the spatial and programming planning phases of the project.

Task 3 – Spatial & Operational Program Plan

The Consultant will begin developing a listing of the spaces by program area (lab section) to be incorporated into the new facility. A written spatial and program workbook shall be developed for each lab section and with each of the groups for discussion. There should be a focus both on square footage and on work flow, system and equipment requirements for the new laboratory.

Deliverable 3

At the completion of this meeting, the Consultant will revise the spatial and program workbook to incorporate the discussions and decisions reached with the user groups (lab areas) and Lab Director. Additionally the Consultant shall prepare preliminary spatial blocking & stacking diagrams and building systems narratives. The workbook, spatial &

stacking diagrams, and building systems narratives shall be delivered to the State in written form. A presentation / walk-through of these may be required by the State. If so, a WebEx or similar solution shall be acceptable. The Consultant shall be responsible for meeting minutes from the presentation.

Task 4 - On-site Preliminary Design Presentation

The second on-site presentation will consist of endorsement of the proposed design approach and design option(s). The options shall include: construction of a new free-standing facility, construction of an attached facility; renovation in place or a combination of options. A review of the revised spatial and program workbook shall also be presented as well as site diagrams, blocking & stacking diagrams, equipment and systems schedules, and conceptual floor plans will be presented and discussed. Any revisions or modifications to these items identified during these final meetings will be incorporated in the administrative draft of the feasibility report.

Deliverable 4

At the conclusion of the final meetings, the Consultant will begin preparation of the final feasibility report for review by the NHSPFL. The feasibility report shall include a narrative of the review, analysis of design options and the rationale for their design recommendation. Workshop activities and any other meetings during this stage will be documented in meeting minutes prepared by the Consultant. The final document itself will include a site analysis, blocking & stacking diagrams highlighting essential program adjacencies, a program spreadsheet outlining net and gross square footage and individual space criteria affecting design, a preliminary code summary, building systems narratives, site analysis with recommendation criteria, a rendering of the proposed new building, and a cost estimate.

Task 5 - Cost Modeling

During the feasibility study and conceptual programming the Consultant should develop a high level cost opinion. As soon as practical, the Consultant should initiate a conceptual cost opinion so an early benchmark is established with current market knowledge. This early cost check allows the Consultant to understand an order of magnitude cost that reflects an early understanding of the program and project. Once all information has been gathered and the Consultant's preliminary program has been vetted with the State, the Consultant shall develop a conceptual construction cost estimate that incorporates current understanding of the market and carries appropriate contingencies for escalation, development of the design, variations in construction and assumptions for soft costs which will be developed in conjunction with NHSPFL. This stage will conclude with a meeting to present and discuss the Consultant's findings so initial ambiguities may be clarified and additional information may be provided where required.

Deliverable 5

Probable cost estimate shall include: (1) all engineering and consultant costs associated with the design, construction and commissioning of the building and all equipment and systems; (2) construction costs including demolition, hazardous waste mitigation and site cost assumptions; (3) specialty laboratory equipment and systems; (4) security and monitoring systems including access control, intrusion alarms, closed-circuit TV(CCTV), thermal monitoring, and other specialty systems or components; (5) Furniture, Fixtures and Equipment (softcost) budget. The cost model must also include an operational cost estimate including on-going support and maintenance costs for mechanical and specialty equipment and systems. If deemed appropriate by the State, the Consultant may be requested to meet with the State to review the costs proposals in detail and value engineer solutions and costs to

adhere to the State's programmatic and fiscal requirements and constraints. The Consultant shall be required to update the Cost Modeling and resubmit within 10 business days of the submittal of the original cost model.

Task 6 – Feasibility Study & Preliminary Recommendations

Upon completion of the administrative draft, the Consultant shall submit the required copies for review. NHSPFL will prepare review comments for incorporation into the final draft. The Consultant will prepare a final draft for review by the NHSPFL. The Consultant will receive review comments for incorporation into the final feasibility document.

Deliverable 6

Written report. Report shall include the final site diagrams, blocking & stacking diagrams, equipment and systems schedules and conceptual floor plans and an Executive Summary of Special Requirement for Plumbing, Mechanical, Electrical, Structural and Unique Features.

Task 7 – On-site Final Report & Recommendations

Prepare and present Final Report and Recommendations based on all of the above accepted final Deliverables and in accordance with the best practices as defined by the requirements of the Association of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB). The final report including all work products presented and approved in Deliverable 6 shall be presented to the Division within 10-12 weeks after the initial kick-off meeting.

Deliverable 7

Consultant shall present Final Report in-person to the Division. It is recommended that the Consultant and all specialists, consultants, engineers, and principal contributors attend the presentation. The presentation shall allow for questions and answers. If at the conclusion of the presentation, material issues have been identified, the Division may request the Consultant to update/revise the Final Report to conform to the direction of the discussions at the presentation. Such updated final report shall be presented to the Division no later than 10 business days from the date of the presentation.

Contract Term

The Consultant shall be fully prepared to commence work two (2) weeks after approval by Governor and Executive Council of the State of New Hampshire.

The State does not require the Consultant to commence work prior to the Effective Date; however, if the Consultant commences work prior to the effective date and a Notice to Proceed, such work shall be performed at the sole risk of the Consultant. In the event that the contract does not become effective, the State shall be under no obligation to pay the Consultant for any costs incurred or services performed; however, if the contract becomes effective, all costs incurred prior to the effective date shall be paid under the terms of the contract.

Consultant Staff

The Consultant's consultant staff selected will consist of qualified architects, mechanical engineers, security personnel, electrical engineers, and other professionals (programmer, cost consultant, space planner, etc.) responsible for providing comprehensive architectural and engineering services throughout the project.

Any changes to the Consultant's consultant staff shall require the prior written justification submitted by the Consultant and prior written approval of the State. State approvals for changes in the Consultant's consultant staff will not be unreasonably withheld. Replacement consultant staff shall have comparable or greater skills with regard to performance of the work as the staff being replaced and subject to the provisions of this contract.

The State reserves the right to require removal or reassignment of the Consultant's consultant staff found unacceptable to the State.

Personnel

The Consultant shall warrant that all personnel engaged in the services shall be qualified to perform the services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

SubContractors

The Consultant may employ subcontractors to deliver required services subject to the terms and conditions of this contract. The Consultant shall remain wholly responsible for performance of the entire contract regardless of whether a subcontractor is used. The State will consider the Consultant to be the sole point of contact with regard to all contractual matters, including payment of any and all changes resulting from any contract.

Warranty and Non-Infringement

The Consultant shall warrant that all services to be provided under the contract shall be provided expediently and in a professional manner consistent with generally accepted industry standards and in accordance with the contract, and that all services will comply with contract. The Consultant shall warrant that it has good title to or the right to allow the State to use all services and equipment provided under the contract and that such services and equipment do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party. The Consultant shall warrant all services and personnel engaged under contract for the duration of the contract period. The warranty for non-infringement shall survive the conclusion of the contract and any extensions.

Travel Expenses

The Consultant shall assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not be limited to: meals, hotels, airfare, car rentals, car mileage, and out-of-pocket expenses.

Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Consultant with access to all program files, libraries, personal computer based systems, software packages, network systems, security systems, and hardware as required to complete the contracted services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Consultant to perform its obligations under the contract.

State Owned Documents and Copyright Privileges

The Consultant shall provide the State access to all documents, state data, materials, reports, and other work in progress relating to the contract ("State Owned Documents"). Upon expiration or termination of the contract with the State, Consultant shall turn over all State Owned Documents, State data, material, reports, and work in progress relating to this contract to the State at no additional cost to the State. State Owned Documents must be provided in both printed and electronic format.

Regulatory/Governmental Approvals

The contract award shall be contingent upon the Consultant obtaining all necessary and applicable regulatory or other governmental approvals.

Force Majeure

Neither Consultant nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Consultant's inability to hire or provide personnel needed for the Consultant's performance under the contract.

Confidential Information

In performing its obligations under the contract, the Consultant may gain access to information of the State, including "State Confidential Information". "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A, and access to Public Records and Meetings (see e.g. RSA Chapter 91-A:5 Exemptions). The Consultant shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the contract, except as is directly connected to and necessary for the Consultant's performance under the contract, unless otherwise permitted under the contract.

The Consultant agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release), all State Confidential Information that becomes available to the Consultant in connection with its performance under the contract, regardless of its form. Subject to applicable federal or state laws and regulations, confidential information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose confidential information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State's Confidential Information shall require prior written approval of the State. The Consultant shall immediately notify the State if any request, subpoena or other

legal process is served upon the Consultant regarding the State's Confidential Information, and the Consultant shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process at no additional cost to the State.

In the event of unauthorized release of the State's Confidential Information, the Consultant shall immediately notify the State, and the State shall immediately pursue any remedy at law and in equity, including, but not limited to injunctive relief.

Insofar as the Consultant seeks to maintain the confidentiality of its confidential or proprietary information, the Consultant must clearly identify in writing the information it claims to be confidential or proprietary. The Consultant acknowledges that the State is being subject to the Right to Know law, RSA Chapter 91-A.

The State shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations including but not limited to, New Hampshire RSA chapter 91-A. In the event the State receives a request for the information identified by the Consultant as confidential, the State shall notify the Consultant and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Consultant's sole responsibility and at the Consultant's sole expense. At the request of the State, the Consultant shall cooperate and assist the State with collection and review of the Consultant's information at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Consultant's sole responsibility and at the Consultant's sole expense. If the Consultant fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Consultant without any State liability to the Consultant.

This section 6.11.7. Confidential Information shall survive termination or contract conclusion.

Change of Ownership, Assignment, Delegation and Subcontracts

The Consultant shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the contract without the prior written consent of the State. Any attempted transfer; assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

The Consultant shall remain wholly responsible for performance of the entire contract regardless of whether assignees, delegates, subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the contract from the effective date. In the absence of a written assumption of full obligations and liabilities of the contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve the Consultant of any of its obligations under the contract; nor affect any remedies available to the State against the Consultant that may arise from any event of default; and the State will consider the Consultant to be the sole point of contact with regard to all contractual matters, including payment of any and all changes resulting from the contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

Notwithstanding the foregoing, nothing herein shall prohibit the Consultant from assigning the contract to the successor of all or substantially all of the assets of the business of the Consultant provided that the successor fully assumes in writing all obligations and

responsibilities under the contract. In the event that the Consultant should change ownership, the State shall have the option of continuing under the contract with the Consultant, its successor or assigns for the full remaining term of the contract; continuing under the contract with the Consultant, or its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the contract without liability to the Consultant, its successors or assigns.

Venue and Jurisdiction

The contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property right(s), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiations for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

	CONSULTANT	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	William Gatchell, AIA Project Manager	Tim Pifer, NHSPFL Director	5 Business Days
First	Judy Johnson, AIA Principal-In-Charge	Kevin Connor, Business & Project Administrator	10 Business Days
Second	Judy Johnson, AIA Principal-In-Charge	Colonel Christopher Wagner	15 Business Days
Third	Clifton Greim, PE President	Assistant Commissioner Richard Bailey	20 Business Days
Fourth	Clifton Greim, PE President	Commissioner John Barthelmes	25 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

**EXHIBIT B
PRICING AND PAYMENT TERMS**

The Consultant shall submit invoices within one week of the State's Acceptance of the Deliverable(s) as permitted by the contract and the terms listed herein. All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld.

The Consultant shall only submit invoices for the services as permitted by the contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each service and identification of the service for which payment is sought.

The State agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State's acceptance and approval.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify the Consultant of the alleged error prior to the due date of such payment. The State and the Consultant agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the Consultant. The State shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

The Consultant agrees not to exceed the contract total of \$97,000.00.

Del#	Deliverable	Deliverable Type	Cost
1	On-Site Project Kick Off Meeting	Non-Written	\$ 8,000
2	Existing Facility and Program Assessment	Non-Written	\$ 24,000
3	Spatial and Operational Program Plan	Written	\$ 18,000
4	On-site Preliminary Design Presentations	Written	\$ 10,000
5	Cost Modeling	Written	\$ 18,000
6	Feasibility Study and Preliminary Recommendations	Written	\$ 9,000
7	On-site Final Report and Recommendations	Non-Written & Written	\$ 10,000
	TOTAL		\$ 97,000

The appropriate account number for the P-37 form, section 1.6 is:

FY2018

02-23-23-234010-40170000 – Dept. of Safety – Division of State Police – Federal Forfeiture Program
046-500464 – Gen. Consultants Non-Benefit

\$97,000.00

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions.

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Denise H. Ireland, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Harriman Associates.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 31, 2017:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Administrative Services, for the provision of
Architectural and Engineering services.

RESOLVED: That the Principal
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13 day of Novmeber, 2017.
(Date Contract Signed)

4. Judy L. Johnson is the duly elected Principal
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.


(Signature of Clerk of the Corporation)

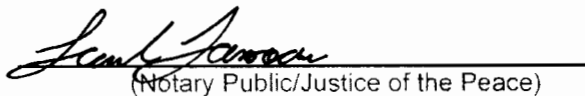
STATE OF Maine

County of Androscoggin

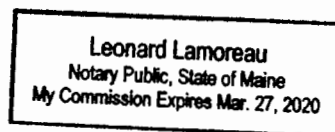
The forgoing instrument was acknowledged before me this 13 day of November, 2017.

By Denise H. Ireland.
(Name of Clerk of the Corporation)

(NOTARY SEAL)


(Notary Public/Justice of the Peace)

Commission Expires: 3/27/2020



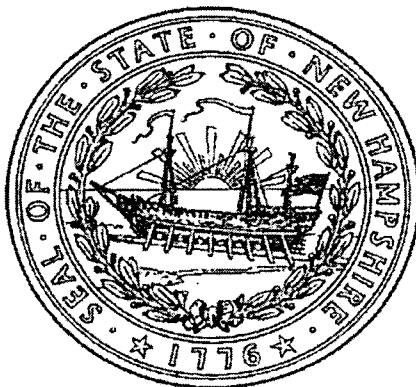
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HARRIMAN ASSOCIATES is a Maine Profit Corporation registered to do business in New Hampshire as HARRIMAN ASSOCIATES, INC. on December 20, 1972. 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: 1730



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of September A.D. 2017.

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

William M. Gardner
Secretary of State



HARRI14

OP ID: AJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2017

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 Varney Agency-Scarborough 383 US Rt 1, Suite 1E, Box 5 Scarborough, ME 04074 Jessica Doucette	207-883-8229		CONTACT NAME: Jessica Doucette PHONE (A/C, No, Ext): 207-883-8229 FAX (A/C, No): 207-883-4752 E-MAIL ADDRESS: jdoucette@varneyagency.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: HANOVER INSURANCE COMPANY INSURER B: MAINE EMPLOYERS MUTUAL INSURER C: INSURER D: INSURER E: INSURER F:			NAIC # 22292 11149
	INSURED Harriman Associates 46 Harriman Drive Auburn, ME 04210			

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	COMMERCIAL GENERAL LIABILITY			OBPA538692	02/01/2017	02/01/2018	EACH OCCURRENCE	\$ 2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC							GENERAL AGGREGATE	\$ 4,000,000
OTHER:							PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY			ODPA538692	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ Included
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
X	HIRE AUTOS ONLY	X					BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS ONLY							\$
A	UMBRELLA LIAB	X		OBPA538692	02/01/2017	02/01/2018	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB						AGGREGATE	\$
	DED X RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5101800100	02/01/2017	02/01/2018	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

State of New Hampshire Department of Safety - Division of State Police - Is listed as additional insd

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Safety Division of State Policy 33 Hazen Drive Concord, NH 03305	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 Jessica Doucette
---	---



HARRASS-01

ZHENRY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2017

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 Clark Insurance 2385 Congress Street Portland, ME 04104	CONTACT NAME: Zachary G. Henry
	PHONE (A/C, No, Ext): (207) 523-2272 FAX (A/C, No): (207) 774-2994 E-MAIL ADDRESS: zhenry@clarkinsurance.com
INSURED Harriman Associates 46 Harriman Drive Auburn, ME 04210	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co NAIC # 37885
	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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"/> PRO-JECT <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 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N / A 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 Liability			DPR9910021	12/31/2016	12/31/2017	Each Claim 2,000,000
A	Ded - \$100,000			DPR9910021	12/31/2016	12/31/2017	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Safety - Division of State Police 33 Hazen Drive Concord, NH 03305	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
--	---