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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214
FAX: 603-271-6488
www.nhdf.org

June 30, 2014

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Forest and Lands to enter into a second phase contract with Alba Architects LLP (VC #254428), North Woodstock, NH in the amount of \$65,000 for architectural services for the repair and reconstruction of six (6) state-owned fire towers in various state reservations upon Governor and Executive Council approval through June 30, 2015. The first phase contract for architectural services was approved by Governor and Executive Council on November 6, 2013 (Item #81).
100% Capital Fund

Funds are available in account titled, 13-195:XIII-F Fire Tower Repairs, as follows:

	<u>FY2015</u>
03-35-35-350030-79720000-034-500162 Capital Projects	\$65,000

EXPLANATION

In September 2013, the Division of Forests and Lands issued a Request for Qualifications (RFQ) (attachment #1) in order to select a firm for providing architectural and engineering services for improvements to fire tower buildings at various New Hampshire State Reservations in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website (RFQ DRED 2014-02), the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Six firms responded to the RFQ solicitation (attachment #2).

A selection committee was established by the Commissioner and the Interim Director of the Division of Forests and Lands which reviewed the proposals and scored them based on a pre-determined set of criteria as indicated in the RFQ solicitation. As a result of the scoring, a short list of candidates was selected and three firms were invited to be interviewed by the committee on October 2 and October 4, 2013. A tabulation of the scoring is included (attachment #3). Upon evaluation and review of the interviews the committee unanimously recommended Alba Architects LLP.



This contract is for the second phase of the project which will cover design of repairs, preparation of bid documents, contract administration, and construction supervision for 6 fire towers targeted for attention following the phase one condition assessment study.

The Attorney General's office has reviewed and approved this contract as to form, substance, and execution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey J. Rose", followed by a small flourish or mark.

Jeffrey J. Rose
Commissioner

State of New Hampshire
 Department of Resources & Economic Development
 Division of Forests and Lands

REQUEST FOR QUALIFICATIONS

Improvements and Construction Administration to Fire Towers and auxiliary buildings in various State Reservations

I. SCHEDULE

RFQ issue date	September 5, 2013
Statement of Qualifications due date	September 20, 2013
Interviews of short listed candidates	October 2, 2013
Contract award	October 7, 2013
Governor & Council review & approval	November 6, 2013
Anticipated project start date	November 12, 2013
Construction bid documents complete	March 4, 2014
Project completion no later than	June 30, 2015

II. INVITATION

Architectural firms are invited to submit a Statement of Qualifications for providing architectural and engineering services for improvements to 10 fire tower buildings in various New Hampshire State Reservations. The improvements will include renovations, additions, and new site access construction. The selected firm will be expected to manage the process for each site from design through construction, working under the supervision of the Department Architect in the Planning and Development Section of the Department of Resources and Economic Development (DRED) and the Project Manager in the Division of Forests and Lands.

III. SCOPE OF WORK

Architectural and engineering services to be provided shall include:

- Design of prototype tower renovations, additions and new construction.
- Engineering consultant services for structural, civil and electrical work.
- Preparation of bid documents including plans and specifications
- Public bidding process administration in conjunction with the Department Architect and Project Manager.
- Contract Administration
- Construction Administration at each site

The letter should provide a written commitment to participate in the project as described in your letter if selected and it must be signed by the firm principal who will manage the project.

- B. Experience:** Provide a description of the firm's experience or the principal's prior experience renovating similar facilities in recreational areas or other projects which would provide insight valuable to the scope of this project. Provide resumes of the firm members who would work on this project.
- C. List of Projects:** Provide a list of projects completed by the firm in the last 10 years which are similar or relevant to this project.
- D. References:** Provide a list of at least 3 clients for projects of similar character or scope who will provide a reference for your firm. Include the name and telephone number of the contact person.

VI. HOW TO SUBMIT

Submit 3 copies of the Statement of Qualifications to:

Division of Forests and Lands
Department of Resources and Economic Development
Attention: Thomas Mansfield, Dept. Architect
Attention: A.J. Dupere, Project Manager

Mailing Address:

DRED
PO Box 1856
Concord, NH 03302-1856

Physical Address:

172 Pembroke Road
Concord, NH 03301

Statements of Qualifications should be delivered in a sealed envelope labeled:

"Qualifications Statement for Improvements to State Fire Towers"

Statements must be received by **2:00 pm on Friday September 20, 2013.**

For more information, contact:

Thomas Mansfield

Tel: 603 271 2606

Email: thomas.mansfield@dred.state.nh.us

A.J. Dupere

Tel: 603-431-6774

Email: ajdupere@dred.state.nh.us

Fire Tower Consultant Score Sheet

Scored by: Summary Totals
9/25/13

Consultant	Approach (30)	Experience (30)	Coordination (40)	Total
Alba Architects	27.5	27.25	33.25	88
DuBois & King	25.25	28.75	33.25	87.25
Port One Architects	22.25	22	27.25	72
Warrenstreet Architects	22	23.25	29.25	74.5
Dennis Miris	24.75	26.25	32.25	83.25
John Jordan	22	22.75	27.75	72.5

Fire Tower Consultant Score Sheet

Scored by: A. Dupere

Consultant	Approach (30)	Experience (30)	Coordination (40)	Total
Alba Architects	27	28	33	88
DuBois & King	24	29	31	84
Port One Architects	20	27	27	74
Warrenstreet Architects	20	27	27	74
Dennis Miris	26	27	33	86
John Jordan	20	22	28	70

Fire Tower Consultant Score Sheet

Scored by: Johanna Lyons

Consultant	Approach (30)	Experience (30)	Coordination (40)	Total
Alba Architects	28	28	35	91
DuBois & King	28	28	38	94
Port One Architects	27	26	35	88
Warrenstreet Architects	28	25	36	89
Dennis Miris	28	26	38	92
John Jordan	25	26	35	86

Committee Member	Division	Title
A.J. Dupere	Forests & Lands	Community Forester
Tom Mansfield	DRED	Department Architect
Johanna Lyons	Parks	State Park Planning and Development Specialist
Rhonda Perry	Forests & Lands	Administrative Supervisor

Fire Tower Consultant Score Sheet

Scored by: THOMAS MANSFIELD
SEPT 25, 2013

Consultant	Approach (30)	Experience (30)	Coordination (40)	Total
Alba Architects	28	25	26	79
DuBois & King	25	30	28	83
Port One Architects	25	26	25	76
Warrenstreet Architects	26	24	26	76
Dennis Miris	26	27	27	80
John Jordan	22	25	26	73

Fire Tower Consultant Score Sheet

Scored by: Rhonda Perry

Consultant	Approach (30)	Experience (30)	Coordination (40)	Total
Alba Architects	27	28	36	91
DuBois & King	24	28	36	88
Port One Architects	22	20	30	72
Warrenstreet Architects	20	20	32	72
Dennis Miris	25	25	35	85
Johanna Lyons	21	20	30	71

Subject: Phase Two of Fire Tower Improvement Project 13-195:XIII-F

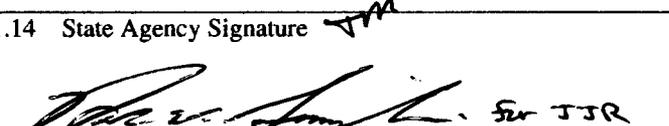
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Resources and Economic Development</u>		1.2 State Agency Address <u>172 Pembroke Road, Concord, NH 03302-1856</u>	
1.3 Contractor Name <u>Alba Architects LLP</u>		1.4 Contractor Address <u>137 Main Street, PO Box 186, N. Woodstock, NH 03262</u>	
1.5 Contractor Phone Number <u>603-745-4770</u>	1.6 Account Number <u>30-79720000-500162-35B049</u>	1.7 Completion Date <u>June 30 th., 2015</u>	1.8 Price Limitation <u>\$65,000.00</u>
1.9 Contracting Officer for State Agency <u>AJ. Dupere</u>		1.10 State Agency Telephone Number <u>603-431-6774</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Stuart J. Anderson, Partner Alba Architects LLP</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>June 24, 2014</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 <u>Maureen Polimeno</u> [Seal]		MAUREEN E. POLIMENO NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires February 2, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Maureen Polimeno</u>			
1.14 State Agency Signature  <u>Jeffrey J. Rose, Commissioner</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>A. M. Elms</u> On: <u>6/30/14</u>			
1.18 Approval by the Governor and Executive Council By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor 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 Contractor 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 Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor 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 CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor 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 Contractor 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 Contractor further agrees to permit the State or United States access to any of the Contractor'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 Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor 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 Contractor shall not hire, and shall not permit any subcontractor 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.

Contractor Initials 
Date 06-26-14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor 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 Contractor 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 Contractor notice of termination;

8.2.2 give the Contractor 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 Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor 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 Contractor 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. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor 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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 acts or omissions of the Contractor. 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 Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 Contractor 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. Contractor 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor 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 Contractor, or any subcontractor or employee of Contractor, 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 Contractor.

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.

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION
Phase 2 Fire Tower Renovation Project

EXHIBIT A

SUMMARY OF THE WORK: Phase Two will specifically address the following fire towers:

Group A

- A-1 Green Mountain (Effingham)
- A-2 Kearsarge Mountain (Wilmot and Warner)
- A-3 Pawtuckaway State Park (Nottingham)

Group B

- B-1 Federal Hill (Milford)
- B-2 Pitcher Mountain (Stoddard)
- B-3 Warner Hill (Derry)

The Architect will produce Construction Documents and Specifications within two bid packages based on Group A & Group B as noted above. The Construction documents and Specifications will address all of the architectural, structural, and electrical recommendations contained within the Phase One report for Improvement and Construction Administration to Fire towers and auxiliary buildings in various State Reservations and with respect to the fire towers identified in Group A and Group B above.

All of these fire towers are to receive new standardized cabs, approximately 10' x 10' with the exception of Green Mountain which is to be evaluated for the option of a 10' x 10' cab, but may be replaced with a 6'x6' cab as is existing.

EXHIBIT B

Payments shall be made monthly in proportion to the work completed and upon receipt of itemized invoices.

The total contract shall not exceed \$65,000.00

EXHIBIT C

There are no additional provisions on this contract.

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 alba architects llp is a New Hampshire Limited Liability Partnership formed on November 23, 2011. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of June, A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

alba architects llp

INNOVATION FOR THE BUILT ENVIRONMENT

Alba Architects llp · PO Box 186, 137 Main Street · North Woodstock, NH 03262 · tel: 603.745.4770 · www.albaarchitects.com

18 June, 2014

ALBA ARCHITECTS LLP - CERTIFICATE OF VOTE

To Whom it May Concern,

I, **Stuart J. Anderson**, do hereby certify that:

1. I am a duly elected partner of **Alba Architects LLP** (the "Partnership").
2. The following are true copies of two resolutions adopted at a meeting of the Partners of the Partnership duly held on **June 18, 2014**.

RESOLVED: That this Partnership enter into a contract with the State of New Hampshire, acting by and through its Department of Resources and Economic Development (the "State"), for the provision of **Phase Two of the Architectural Design and Contract Administration Services for Improvements and Construction Administration to Fire Towers and auxiliary buildings in various State Reservations**.

RESOLVED: That **Philip M. Bennett** is hereby authorized on behalf of this Partnership to enter into 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 **June 18, 2014**.
4. **Philip M. Bennett** (is/are) the duly elected Partner.



State of New Hampshire

County of Grafton

The forgoing instrument was acknowledged before me this 18th day of June, 2014,
by Maureen Polimeno.

In witness whereof, I hereunto set my hand and official seal:

Maureen Polimeno
Notary Public / Justice of the Peace

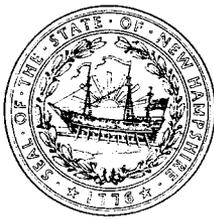
Commission Expires: 2/2/14

MAUREEN E. POLIMENO
NOTARY PUBLIC - NEW HAMPSHIRE
My Commission Expires
February 2, 2018

member of the American Institute of Architects
member of the US Green Building Council

alba architects · a limited liability partnership · stuart j anderson & philip m bennett

Item # 81 11/6/13



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214
FAX: 603-271-6488
www.nhdfi.org

October 18, 2013

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Forests and Lands to enter into a contract with Alba Architects LLP (VC #254428), North Woodstock, NH in the amount of \$40,900 for architectural services including existing conditions documentation, structural assessment, program development, and strategic planning and preliminary cost estimating for 15 State-owned fire towers and auxiliary buildings in various State Reservations upon Governor and Executive Council approval through June 30, 2014. 100% Capital Fund

Funds are available in account titled, 11-253:1:XII-A Fire Tower Maintenance, as follows:

		<u>FY2014</u>
03-35-35-350030-09890000-034-500162	Capital Projects	\$40,900

EXPLANATION

In September 2013, the Division of Forests and Lands issued a Request for Qualifications (RFQ) (attachment #1) in order to select a firm for providing architectural and engineering services for improvements to fire tower buildings in various New Hampshire State Reservations. The RFQ was advertised through 5 companies known to the Department and the construction industry, and on the Department of Administrative Services' website (RFQ DRED 2014-02). Six firms responded to the RFQ solicitation (attachment #2).

A selection committee was established by the Commissioner and the Interim Director of the Division of Forests and Lands which reviewed the proposals and scored them based on a pre-determined set of criteria as indicated in the RFQ solicitation. As a result of the scoring, a short list of candidates was selected and three firms were invited to be interviewed by the committee on October 2 and October 4, 2013. A tabulation of the scoring is included (attachment #3). Upon evaluation and review of the interviews the committee unanimously recommended Alba Architects LLP.

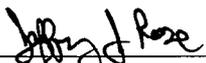


This contract is for the first phase of the project which will cover existing conditions documentation, structural assessment, program development, strategic planning and preliminary cost estimating for the fire towers and auxiliary buildings in various State Reservations. A second phase of the project, which will be funded under a separate contract, will cover design development, construction documents, and construction contract administration and supervision.

The Attorney General's office has reviewed and approved this contract as to form, substance, and execution.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'JMR', written above the 'Respectfully submitted,' text.



Jeffrey J. Rose
Commissioner