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State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

Division of Public Works
Design and Construction
Project No. 80986 – Contract A

June 18, 2018

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

REQUESTED ACTION

Authorize the Division of Public Works Design and Construction to enter into a **sole source** contract amendment (Contract 7002357-1) with KOAL, PLLC (VC# 284559) Belmont, NH, originally approved by Governor and Council on March 21, 2018, Item #73, by increasing the base contract amount by \$82,170 from \$256,736 to \$338,906, for Professional Services related to an addition of a separate storage building to the design of the Department of Environmental Services (DES) Construction and Operations Facility. Effective upon Governor and Council approval through December 31, 2018, unless extended in accordance with the contract terms. **100% General - Capital Funds.**

Funding is available in account titled Department of Environmental Services as follows:

03-44-44-440030-16870000	Construction and Operations Facility	<u>SFY19</u>
034-500152	– Design/Study	\$ 82,170

EXPLANATION

This project is for the design of a new construction, maintenance and storage facility for DES. It is proposed to be located on State-owned land on Silk Farm Road, near exit 2 of I-89. This request is noted as **sole source** because the amount is more than 10% of the original contract.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
June 18, 2018
Page 2 of 2

The facility was originally planned to be approximately 27,000 square feet in an area to be used as a maintenance and fabrication shop for the DES Dam Bureau, as well as boat storage for the DES Watershed Bureau, and storage for emergency response equipment and material for the DES Spill Response Section. However, during the design DES determined that two (2) separate buildings – one (1) built primarily to meet the maintenance and fabrication needs of the Dam Bureau, and one (1) built primarily to meet the storage needs of the Watershed Bureau and Spill Response Section – would be most efficient and function best given the configuration of the proposed site. The combined size of the two (2) buildings has been reduced to 22,400 square feet of interior area with an additional 5,600 square feet of covered outside storage

The agreement has been approved by the Attorney General as to form and execution, and the Department of Environmental Services has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, Division of Public Works Design and Construction.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

CONTRACT SUPPLEMENTAL INFORMATION SHEET

PROJECT: DPW Project No. 80986, Contract A – Design of a Construction and Operations Facility, Concord, New Hampshire.

DESCRIPTION: This project was originally planned to be approximately 27,000 square feet in area to be used as a maintenance and fabrication shop for the DES Dam Bureau, as well as boat storage for the DES Watershed Bureau and storage for emergency response equipment and material for the DES Spill Response Section. However, during the design DES determined that two (2) separate buildings – one (1) built primarily to meet the maintenance and fabrication needs of the Dam Bureau, and one (1) built primarily to meet the storage needs of the Watershed Bureau and Spill Response Section – would be most efficient and function best given the configuration of the proposed site. The combined size of the two (2) buildings has been reduced to 22,400 square feet of interior area with an additional 5,600 square feet of covered outside storage

CONTRACT AMENDMENT

EXPLANATION: The Department of Environmental Services (DES) was originally intending to provide a new facility for the Watershed Bureau, but did not include this work in the original proposal from KOAL, PLLC. DES has since decided to add this scope to this design contract.

**CONTRACT
AMENDMENT:** **\$82,170.**



KOALPLL-01

KWELCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2018

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

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 Colby Insurance Group, Inc. 276 Newport Rd Suite 211 New London, NH 03257	CONTACT NAME: PHONE (A/C, No, Ext): (603) 526-2451		FAX (A/C, No): (603) 526-2903
	E-MAIL ADDRESS: insure@colby-group.com		
INSURED Koal, PLLC Donald Blajda PO Box 24 Belmont, NH 03220	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyd's of London		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		PSG00436996	12/15/2017	12/15/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							CYBER LIABILITY \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liabili	X		PSG00436996	12/15/2017	12/15/2018	Liability \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State, its agencies, and its agents and employees are additional insured as required by written contract. If the company provides notice of cancellation to the insured they will endeavor to provide the same notice to additional insured's. The Professional Liability deductible does not exceed \$75,000 per claim.
Construction and Operations Facility, Project #80986, Contract A.

CERTIFICATE HOLDER NH Dept. of Administrative Services Division of Public Works Design and Construction 7 Hazen Drive, PO Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Karina Welch</i>



BLAJDO1

OP ID: TR

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/18/2018

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

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 Gallant Insurance Inc 1364 Route 3A Bow, NH 03304 Scott D Miniutti	603-224-0993	CONTACT NAME: Tricia Reeves PHONE (A/C, No, Ext): 603-224-0993 FAX (A/C, No): 603-224-7710 E-MAIL ADDRESS: tricia@gallant-insurance.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Donald & Michele Blajda PO Box 24 Belmont, NH 03220	INSURER A: MMG Insurance NAIC # 15997	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

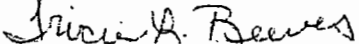
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AC12309052	06/29/2018	06/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

2014 TOYOTA RAV4 LE PP 2T3BFREXEW223164
 2007 MAZDA MAZDA6 I PP 1YVHP80C975M59056
 2014 JEEP GRAND CH PP 1C4RJFBG0EC226305

CERTIFICATE HOLDER**CANCELLATION**

N.H. Dept of Administrative Services-Division of Public Works Design & Construction 7 Hazen Dr Po box 483 Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
 OFFICE OF THE COMMISSIONER
 25 Capitol Street – Room 120
 Concord, New Hampshire 03301

RECEIVED

MAR 09 2018

CHARLES M. ARLINGHAUS
 Commissioner
 (603)-271-3201

Bureau of Public Works

JOSEPH B. BOUCHARD
 Assistant Commissioner
 (603)-271-3204

Division of Public Works
 Design and Construction
 Project No. 80986 – Contract A

February 15, 2018

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

3/21/2018 #73

REQUESTED ACTION

1). Authorize the Department of Administrative Services to enter into an agreement with KOAL, PLLC, (Vendor No. 284559) Belmont, NH, for a total price not to exceed \$256,736 for Professional Services for the Department of Environmental Services Construction and Operations Facility, Concord, NH. The contract is effective upon Governor and Council approval through December 31, 2018, unless extended in accordance with the contract terms. **100% General - Capital Funds.**

2). Further authorize that a contingency in the amount of \$30,000 be approved for unanticipated design expenses for the Construction and Operations Facility, bringing the total to \$286,736. **100% General - Capital Funds.**

Funding is available in account titled Department of Environmental Services as follows:

03-44-44-440030-16870000 Construction and Operations Facility	<u>SFY18</u>
034-500152 – Design/Study	\$256,736
034-500152 – Design/Study	<u>30,000</u>
Total	\$ 286,736

EXPLANATION

Per Chapter 228:1, VIII, G, Laws of 2017, for the design of Construction and Operations Facility. This project includes the design of a new construction and maintenance facility for the Department of Environmental Services-Dam Bureau. The facility is planned to be approximately 27,000 square feet to house vehicle maintenance

areas, equipment storage, supplies, and office space. It is proposed to be located on State-owned land on Silk Farm Road near exit 2 of I-89.

In October 2017, the Division of Public Works Design & Construction solicited Registered Architects and Engineers, by public announcement in the State, for interest in providing consultant services for construction of the Construction and Operations Facility.

Seventeen (17) consultant firms submitted letters of interest and were considered for this assignment. These consultant firms were rated on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. Ultimately a short list of four (4) firms was developed.

Interviews were held with the following four (4) Consultant firms on December 14, 2017.

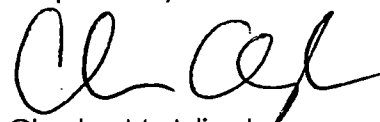
KOAL, PLLC Belmont, NH	Dennis, Mires, PA Manchester, NH
Oak Point Associates Portsmouth, NH	Tennant Goucher Architects Bedford, NH

Based on their technical proposal, presentation, and experience on projects of a similar nature, the firm of KOAL, PLLC were chosen as best qualified for the project. The Consultant Selection Committee included representatives from the Department of Environmental Services and the Division of Public Works Design and Construction. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience.

The consultant selection process employed by the Department for this project is in accordance with RSAs 21-l:22, 21-l:22-c and 21-l:22-d, all applicable Federal laws and the Department's procedures for "Selection of Engineers, Architects and Surveyors" dated July 28, 2005.

The agreement has been approved by the Attorney General as to form and execution, and the Department of Environmental Services has certified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services – Division of Public Works Design and Construction.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Explanation of Consultant Committee Selection

Members are selected using the approved guidelines for the Bureau of Public Works Design and Construction "Selection of Engineering, Architects, and Surveyor Services". Per these guidelines, the Committee should consist of the Bureau Administrator plus two other Project Managers.

The **Administrator** is a member of all the Selection Committees, serving to provide the larger perspective of the consultant capabilities that are desired, also bringing knowledge of the quantity of work and various types of anticipated projects the consultant may be called on to perform. He brings the perspective of achieving agency goals, using a balance of those consultants who have performed excellent work in the past, along with bringing in new consultant firms.

The **Assistant Administrator** manages the day-to-day oversight of the Consultant assignments, and is the second member of all the selection committees. Her job description specifically outlines her involvement in the management of the consultants. She brings the expertise of the day-to-day working with consultants. Her past and present experience involves frequent interaction with consultants, including review of consultants' proposals and their engineering work.

The **discipline head**, for the specific type of work the consultant is being hired for (i.e. Mechanical, Civil, Architectural, Electrical etc.), brings additional expertise concerning the capabilities of various consultants they have worked with. Their years of project management experience provide the more detailed perspective about the various consultants' strengths or weaknesses and how they would fit with the project needs.

The **Agency Representative**, for NHDES Dam Bureau serves on the selection committee for this project. In his position at NHDES, his responsibilities include administration of most consultant contracts the Dam Bureau executes, including advertising of Requests For Qualifications/Proposals, coordination of selection committee actions to interview and select consultants for contracts under NH RSA 21-1:22, working with consultants to prepare engineering contract approval requests, day-to-day work with consultants to assure timely and complete deliverables, review and compilation of comments on draft deliverables, preparation of invoice management, and administration of several ongoing contracts at once.

Administrator PM7

Theodore Kupper – 3 years State service
35 years private sector.

Assist. Administrator PM5

Michelle Juliano- 29 years State service.

Mechanical Eng. PM4

Beverly Kowalik - 24 years State service.

Civil Engineer PM4

Roger Dionne- 31 years State Service.

Electrical Engineer PM4

Gordon Graham- 15 years State Service,
25 years private sector.

Architectural PM4

Gary Brown – 34 years private
sector and 5 years State service.

Assistant Chief Engineer

Kent Finemore – 25 years State Service,
9 year private sector.

CONTRACT SUPPLEMENTAL INFORMATION SHEET

PROJECT: DPW Project No. 80986, Contract A – Design of a Construction and Operations Facility, Concord, New Hampshire.

DESCRIPTION: This project is for the design of a new construction and maintenance facility for the Dept. of Environmental Services-Dam Bureau. The facility is planned to be approximately 27,000 square feet to house vehicle maintenance areas, equipment storage, supplies and office and staff space. It is located on Silk Farm Rd. near exit 2 of I-89.

EXPLANATION: The goal is to provide a preliminary design and probable cost of construction for this facility to include all associated sitework.

Interview/Selection date: 14-Dec-17

**COMMITTEE PROPOSAL RATING FOR
Construction and Operations Facility**

Consultant Name	Comprehension of Assignment	Clarity of Proposal	Capacity to Perform in a Timely Manner	Quality and Experience of PM/Team	Overall Suitability for the Assignment	Total Score	Cumulative Score
KOAL, PPC							94.5
<i>Ted Kupper</i>	5	4	5	5	4	23	
<i>Michelle Juliano</i>	4	4.5	4	5	5	22.5	
<i>Keith Hemingway</i>	5	4	5	5	5	24	
<i>Kent Finemore</i>	5	5	5	5	5	25	
Dennis Mires, PA							88.5
<i>Ted Kupper</i>	4	4	5	5	4	22	
<i>Michelle Juliano</i>	5	4.5	4	4	4	21.5	
<i>Keith Hemingway</i>	5	4	5	3	4	21	
<i>Kent Finemore</i>	5	5	5	5	4	24	
Oak Point Associates							84.0
<i>Ted Kupper</i>	3	3	5	4	3	18	
<i>Michelle Juliano</i>	5	4	5	4	4	22	
<i>Keith Hemingway</i>	4	3	5	5	3	20	
<i>Kent Finemore</i>	5	5	5	5	4	24	
Tennant Goucher Architects							88.0
<i>Ted Kupper</i>	5	4	5	4	4	22	
<i>Michelle Juliano</i>	4	4.5	4	5	4.5	22	
<i>Keith Hemingway</i>	5	5	3	4	3	20	
<i>Kent Finemore</i>	5	5	4.5	5	4.5	24	

<===== Highest Rating



KOALPLL-01

JSALADINO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2018

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PRODUCER Colby Insurance Group Inc 276 Newport Road Suite 211 New London, NH 03257	CONTACT NAME: PHONE (A/C, No, Ext): (603) 526-2451	FAX (A/C, No): (603) 526-2903
	E-MAIL ADDRESS: insure@colby-group.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lloyd's of London		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED


Koal, PLLC
 Donald Blajda
 PO Box 24
 Belmont, NH 03220

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

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				\$ \$
A	Professional Liabili	X		PSG00436996	12/15/2017	12/15/2018	Liability \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 Construction and Operations Facility, Project #80986, Contract A.

CERTIFICATE HOLDER NH Dept. of Administrative Services Division of Public Works Design and Construction 7 Hazen Drive, PO Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

AGREEMENT
FOR
CONSTRUCTION AND OPERATIONS FACILITY
CONCORD, NEW HAMPSHIRE
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S PROJECT NUMBER 80986
CONTRACT A

KOAL, PLLC
P.O. BOX 24
BELMONT, N. H. 03220

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated from KOAL, PLLC, 3 pages.
2. Exhibit 'B': KOAL, PLLC, Wage Rates, Sole Proprietor statement, dated January 22, 2018 1 pages.
3. Exhibit 'C': Quality Assurance/Quality Control Program from KOAL, PLLC, 2 pages.

These documents, in the aggregate, constitute the total scope of professional service requirements for this project. If a conflict should occur between any of these documents, the highest or greatest, or most complete scope or standard or task shall take precedence.

**DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION**

PROJECT NUMBER 80986, CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 14th day of FEBRUARY in the year 2018 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as 'the STATE', by the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL SERVICES, hereinafter referred to as the USING AGENCY, and the COMMISSIONER OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, hereinafter referred to as the DEPARTMENT, acting under NH RSA chapter 21-I, as amended, and KOAL, PLLC – P.O. BOX 24, BELMONT, N. H. 03220 (Vendor Number 284559), hereinafter referred to as the CONSULTANT, witnesses that:.

*WHEREAS, the 2017 Regular Session of the General Court of the STATE appropriated funds for the design and construction of the CONSTRUCTION AND OPERATIONS FACILITY, CONCOD, NEW HAMPSHIRE, 228:1, VIII, Laws of 2017.

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, as an independent contractor and not as a STATE agent or employee, to perform the professional services required for the planning, design, and construction of the project including but not limited to feasibility studies, programming, site and building assessments and inspections, construction documents, computerized building simulation, life cycle costing, and on-site observation, as required for the project, in accordance with Exhibits 'A', 'B' and 'C' and the following terms and conditions for payment of a lump sum fee, not-to-exceed Two Hundred Fifty-Six Thousand, Seven Hundred Thirty-Six Dollars and zero Cents (\$256,736) work, expenses and profit.

THE PROFESSIONAL STUDY SHALL CONSIST OF THE FOLLOWING:

Design Services to include: Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding and Negotiations and Construction management as outlined in the Fee Proposal dated January 31, 2018, in the amount of \$256,736. (Design Services includes **Additional Services** in section 5.2 is lump sum cost for Site Survey \$7,500.00 and Wetland Scientist Services \$2,500.00, per Fee Proposal dated January 31, 2018).

Any Change in Scope services KOAL, PLLC will prepare an itemized cost proposal, which must be pre-approved prior to commencing with increase scope of work.

PART 1 FEE:

1. Payments on the account of the CONSULTANT'S services shall be made on the basis of the statement submitted by the CONSULTANT at the time of the service occurrence on a monthly basis and approved by the DEPARTMENT.
2. Payment will be based upon the
 - A. Direct Labor Rate. The maximum Direct Labor Rate allowed for all labor classifications under this AGREEMENT shall be \$60 per hour for the life of the AGREEMENT.
 - B. Contract Labor Rate. The Contract Labor Rate is the sum of the Direct Labor Rate and the Overhead and Burden.
 - C. Fixed Fee. A Fixed Fee for profit and non-reimbursed costs shall be a negotiated amount based upon the estimated risk to be borne by the CONSULTANT. The maximum Fixed Fee shall be 12% of Contract Labor Rate.
3. Payment will be calculated as follows:
$$\text{Direct Labor Rate (\$/hr)} + \text{Contract Labor Rate (\$/hr)} + \text{Fixed Fee [12\% maximum] (\$/hr)} = \text{Total Hourly Wage per employee.}$$
4. Payments on the account of the CONSULTANT'S basic services shall be made in proportion to the services performed so that compensation at the completion of each phase shall equal the following percentages of the total basic compensation:
 - A. Schematic Design Phase 15%
 - B. Design Development Phase 35%
 - C. Construction Documents Phase 75%
 - D. Bidding and Negotiation Phase 80%
 - E. Construction Administration Phase 100%
5. For the CONSULTANT'S additional services in making major revisions in drawings, specifications, and other documents when such revisions in the Construction Documents Phase and/or the Construction Phase are required and are inconsistent with written approval or instructions previously given, and are due to causes beyond the control of the CONSULTANT, as approved by the DEPARTMENT, compensation shall be based on wage rates provided in Exhibit 'B'.
6. Employees not listed on Exhibit 'B' shall be compensated at a multiple of two and one quarter (2.25) times the employee's Direct Personnel Expense.
7. Additional services of professional sub-consultants shall be computed at a multiple of one and one tenth (1.1) times the amount billed to the CONSULTANT for such services.
8. Direct personnel expense of employees engaged on the project includes architects, engineers, and other technical employees in producing drawings, specifications, and other documents

pertaining to the project. Such expenses shall include cost of salaries as well as mandatory and customary benefits.

9. All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total agreed upon not-to-exceed lump sum fee amount. All sub-consultant costs may also be subject to audit by the STATE and Federal Governments.

PART 2 ASBESTOS:

1. The CONSULTANT shall have no direct responsibility for the investigation, detection, abatement, replacement or removal of products, materials or processes containing asbestos. If any asbestos is encountered during the design or construction of the project, it shall be the responsibility of the DEPARTMENT to negotiate a fee with the CONSULTANT to provide for the services, or sub-consultant required for the detection, abatement, replacement or removal of the products, materials or processes containing asbestos.

PART 3 DESIGN GUIDELINES:

1. The CONSULTANT agrees to follow the provisions of the current DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S Design Guidelines, as well as, the DEPARTMENT'S Interior Space Planning Standards, and amendments thereto, or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

PART 4 CONSULTANT'S BASIC SERVICES:

1. The CONSULTANT'S basic services shall consist of the five phases described below or any combination thereof.
 - A. SCHEMATIC DESIGN PHASE: The CONSULTANT shall consult with the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION to ascertain the requirements of the project and shall confirm such requirements through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
 1. The CONSULTANT shall prepare Schematic Design Studies, consisting of drawings and other documents illustrating the scale and relationship of the project components, together with a semi-detailed estimate of construction costs, submitting three (3) sets of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
 2. The CONSULTANT shall present the Schematic Design Documents at a review meeting with the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION and the USING AGENCY. The presentation shall contain justification of the concept selected plus a review of options as applicable for the type of project.

B. DESIGN DEVELOPMENT PHASE: The CONSULTANT shall prepare, from authorized Schematic Design Studies, the Design Development Documents, consisting of drawings and other documents to fix and describe the size and character of the entire project including architectural, structural, mechanical, electrical, site development and utilities, materials and methods, as required, together with a more detailed estimate of construction costs, submitting three (3) copies of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. The CONSULTANT and representatives of each of the consultant engineering disciplines required for the project shall present the Design Development Documents at a review meeting with the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION and the USING AGENCY. The presentation shall include justification of selections and impacts of decisions on life cycle costs. The documents shall describe the project sufficiently to allow for thorough evaluation.
2. As a minimum, the Design Development package shall include:
 - a. Definitive Drawings
 - 1) Site plan
 - 2) Floor plans
 - 3) Elevations
 - 4) Section
 - 5) Systems line drawings
 - b. Narrative building description including all systems and performance criteria.
 - c. Outline specifications including all divisions proposed for final specifications.
 - d. Detailed cost estimate itemized by specification heading.
 - e. Narrative analysis of any disproportionate budget monies assignments, if any, with justifications.
 - f. Documented cost/benefit research of options reviewed by each design team discipline.

C. CONSTRUCTION DOCUMENTS PHASE: The CONSULTANT shall prepare, from authorized Design Development Documents, working drawings and specifications, setting forth in detail the requirements for the construction of the entire project, in cooperation with the requirements of the Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. Construction documents shall comply with all current applicable Federal, STATE, and local codes, laws, regulations and requirements applicable to the project, including Executive Orders 2004-7 and 2005-4, and State of NH "High Performance Design Standard" regarding energy efficiency of State Government, in effect as of the date of the advertising of the project.
2. The CONSULTANT hereby agrees that the construction documents shall be produced in 1/8-inch scale or larger, measuring 24 inches by 36 inches with a 1/2-inch border and a binding border of 1-1/2 inches, unless larger sheets are approved by the DEPARTMENT.
3. The CONSULTANT with the cooperation of the DEPARTMENT shall prepare the technical specifications in the Construction Specifications Institute's format. Specifications shall be on "bond paper", suitable for reproduction. The Drawings which have been completed by a computer aided drafting system shall be presented to the DEPARTMENT in .DXF or the Department's latest release of Autocad format. Back of the Plan Sheets shall be labeled with its corresponding electronic file name. The Specifications which have been

- completed by a computerized word processing system shall be presented to the DEPARTMENT in the Department's current release of Microsoft Word format. The formats and file names shall be clearly identified on the compact discs.
4. The CONSULTANT shall provide an original wet seal(s) on final construction documents.
 5. The CONSULTANT shall advise the DEPARTMENT of any adjustments to previous statements of probable construction costs indicated by changes in program or requirements and shall deliver to the DEPARTMENT a detailed construction cost estimate based on all items of the construction documents.
 6. The CONSULTANT shall deliver three (3) sets of prints of the working drawings and specifications to the DEPARTMENT for final review and authorization to proceed to the next phase prior to submitting the original construction documents.
 7. The CONSULTANT shall include an affidavit confirming that the construction documents have been reviewed by the CONSULTANT in accordance with the CONSULTANT'S quality assurance/quality control (QA/QC) program provided in Exhibit "C".
 8. BIDDING AND NEGOTIATION PHASE: The CONSULTANT shall assist the DEPARTMENT in preparing the necessary addenda, during the bidding period, and shall assist in negotiations, as required, prior to award of the construction contract.

D. CONSTRUCTION ADMINISTRATION PHASE: Generally, the CONSULTANT shall function as an advisor to the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION'S Project Architect/Engineer. The CONSULTANT shall, at all times, have access to the work and shall make weekly visits to the site to familiarize itself generally with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Contract documents, and shall require its sub-consultants to visit the site upon its request to inspect the work in progress. The CONSULTANT shall, to the best of its ability, notify the DEPARTMENT as to defects and deficiencies in the work of the Contractor. The DEPARTMENT reserves the right to require the CONSULTANT to make visits to the site, more frequently or less frequently than weekly, as ordered by Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. After each visit, the CONSULTANT shall promptly submit a written report of its findings (ex. meeting minutes), and/or those of its sub-consultants, to the DEPARTMENT, listing all its observations, decisions and interpretations of the Contract documents and work progress, made during on-site visits.
2. Based upon such observations at the site, and on the Contractor's Requisition for Payment, the CONSULTANT shall determine the appropriateness of line-item costs submitted and shall so advise the DEPARTMENT prior to the processing of the Partial Payment Estimate.
3. The CONSULTANT shall conduct timely review and approval of shop drawings, samples and other submissions of the Contractor only for conformance to the design concept of the project and for compliance with the information given in the Contract documents. These shall be forwarded to the DEPARTMENT for final approval.
4. The CONSULTANT shall record and distribute minutes of all project meetings and shall advise the DIVISION'S Project Architect/Engineer relative to construction disputes.
5. The CONSULTANT shall also issue Architect's Supplemental Instructions, as required, to clarify and interpret the Contract Documents and submit finish color selections for USING AGENCY'S approval.

6. The CONSULTANT shall prepare and compile Requests for Proposal for Change/Alteration Orders. The CONSULTANT shall review Contractor's Change Estimates and advise the DIVISION's Project Architect/Engineer relative to the accuracy and acceptability of the Change Estimates.
7. The CONSULTANT shall conduct the inspections to assist the DEPARTMENT in determining the dates of Substantial and Final Completion, and shall receive and review written guarantees and related documents assembled by the Contractor.
8. The CONSULTANT shall assist in the preparation of the Substantial Completion Certificates, compiling punch lists of work in need of correction.

PART 5 DATE OF COMPLETION:

1. The CONSULTANT hereby agrees to process the services required by this AGREEMENT expeditiously to the completion of the Construction Documents Phase of the assigned project and to deliver these documents to the DEPARTMENT on or before **December 31, 2018**.

PART 6 THE DEPARTMENT'S RESPONSIBILITIES:

1. The DEPARTMENT will provide the CONSULTANT with all pertinent information, to a reasonable extent, regarding the DEPARTMENT'S and the USING AGENCY'S requirements for the project.
2. The DEPARTMENT will review project documents for consistency with DEPARTMENT standards. The DEPARTMENT'S review is to ensure project requirements are met, there are no negative impacts to USING AGENCY operations, and the design is in the STATE'S best interest. The DEPARTMENT'S review shall not be considered part of the CONSULTANT'S QA/QC program.
3. The DEPARTMENT hereby designates the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION as its representative, authorized to act in its behalf with respect to the project. The Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION will examine the documents submitted by the CONSULTANT and will render decisions pertaining thereto promptly in order to avoid delay in the progress of the CONSULTANT'S work.
4. The DEPARTMENT will administer all details in connection with obtaining bids or negotiating proposals, awarding and preparing contracts, preparing partial estimates and other contract administrative work required for the project.
5. The DEPARTMENT will provide for field inspection of the work.
6. The DEPARTMENT may extend the completion date stipulated in this AGREEMENT when satisfactory evidence is presented by the CONSULTANT that such extension is warranted.

PART 7 TERMINATION OF AGREEMENT:

1. The DEPARTMENT may at any time, and for any cause, including, but not limited to, the failure of appropriation of funds for these purposes, after the execution of this AGREEMENT, abandon or suspend for an indefinite time the prosecution of the work required by this AGREEMENT or any part thereof. Upon notification in writing of such abandonment or

suspension, this AGREEMENT shall be terminated or modified as the case may require. In such event, the CONSULTANT shall, in addition to any installment or fee payable prior to such abandonment or suspension, be entitled to fair compensation for any uncompensated work in progress, satisfactorily performed prior to such abandonment or suspension, and all documents finished or unfinished shall become the property of the STATE as official records and documents of public concern and information.

2. The CONSULTANT, for just cause, may terminate this agreement by notifying the DEPARTMENT in writing thirty (30) days prior to such termination.

PART 8 EXTENT OF AGREEMENT:

1. This AGREEMENT, including all Exhibits, is the entire AGREEMENT and understanding of the parties and supersedes all prior understandings. This AGREEMENT shall be construed according to the laws of the STATE. The scope of work in this AGREEMENT shall not be modified in any way without prior approval of the Governor and Council.

PART 9 CONTINGENT NATURE OF AGREEMENT:

1. Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

PART 10 CLAIMS AND INDEMNIFICATION:

1. NON-PROFESSIONAL LIABILITY INDEMNIFICATION: The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT.
2. PROFESSIONAL LIABILITY INDEMNIFICATION: The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its sub-consultants in the performance of professional services covered by this AGREEMENT.
3. These covenants shall survive the termination of the AGREEMENT. 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 by the STATE.

PART 11 INSURANCE:

1. It is agreed that, in accordance with NH RSA chapter 281, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, workers' compensation insurance, and require its sub-consultants to do likewise. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
2. Further agreed that, in accordance with NH RSA 21-I:80, II, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, professional liability insurance (errors and omissions) providing protection to the STATE for the CONSULTANT'S acts and omissions. Such professional liability insurance shall be in the minimum amount of \$2,000,000 in the aggregate. No retention (deductible) shall be more than \$75,000 per claim. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
3. Further agreed that, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE, its agencies, and its agents and employees to be named as an additional insureds). The CONSULTANT shall furnish the

DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

4. Further agreed, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, commercial and personal automobile liability insurance covering motor vehicles, including owned, hired, borrowed, and non-owned vehicles. Such insurance shall be in the minimum amount of \$500,000 combined single limit for bodily injury and property damages. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
5. All of the insurance policies required by this AGREEMENT shall require the insurer to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.
6. The certificates shall evidence the required coverage, retention (deductible) and cancellation clause. The CONSULTANT shall have a continuing duty to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with new certificates of insurance as the policies are amended or renewed. Failure to comply with the insurance requirements of this AGREEMENT may result in a delay in processing requisitions, stopping work on the project, or other consequences.

PART 12 GENERAL PROVISIONS:

1. Severability Clause: If any provision of this AGREEMENT is declared to be invalid, the remainder of the AGREEMENT will be deemed valid and enforceable.
2. Applicable Law: This AGREEMENT is governed by, and shall be construed in accordance with, New Hampshire law.
3. Ownership of Documents: All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document that shall have been collected, prepared or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT. Reuse of any of these documents by the STATE, without written permission of the CONSULTANT, shall be at the STATE'S risk.

CONSULTANT NAME ALL CAPS: KOAL, PLLC

DATED: 2/14/2018 BY: Donald Blajda

Donald Blajda
(PLEASE PRINT NAME)

koalpllc@gmail.com
(EMAIL ADDRESS)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 2/21/18 BY: Charles M. Arlinghaus
Commissioner

USING AGENCY: DEPARTMENT OF ENVIRONMENTAL SERVICES:

DATED: 2/15/18 BY: Commissioner

ATTORNEY GENERAL:

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

DATED: March 5, 2018 BY: Emily C. Young

SECRETARY OF STATE:

This is to certify that the Governor and Council approved this Agreement/amendment on _____.

DATED: MAR 21 2018 BY: Secretary of State

DEPUTY SECRETARY OF STATE

MW
2/5/18



- + ARCHITECTURE
- + PLANNING
- + SUSTAINABLE DESIGN
- + INTERIOR DESIGN

January 31, 2018

Keith Hemingway, R.A., Project Manager
 Division of Public Works, Design and Construction
 PO Box 483, John O. Morton Building
 7 Hazen Drive, Room 250
 Concord, NH 03302-0483

Prod. # 20986-A
 APPROVED BY DBS
 THRU DESIGN DEV. ONLY -
 \$256,736 -
 KRA 1/31/18

Re: Construction and Operations Facility
 Silk Farm Road
 Concord, New Hampshire

Dear Mr. Hemingway:

In response to your request to revise our original proposal dated January 22, 2018 to include designing the project to LEED Certified requirements, KOAL, PLLC is pleased to present this proposal for Architectural and Engineering Services for the referenced project. This proposal is based upon information gathered from several sources including a project scope meeting held on December 27, 2017, and email correspondence dated December 27, 2017 and January 8, 2018. The Project generally consists of an approximately 27,000 gross square foot Construction and Operations Facility to be utilized by the Dam Bureau located in Concord New Hampshire, and includes parking, access drive, utilities and landscaping. We will provide a complete Project Manual for the construction of Project which includes the following general services:

1. Design Services

1.1. Geotechnical and Environmental Services: The work includes site investigations for a Phase I ESA Assessment and to obtain information on the subsurface conditions at the site and to provide geotechnical engineering recommendations to support the planning, design, and construction of the proposed development which includes:

1.1.1. The Phase I ESA will be conducted to search for evidence of recognized environmental conditions in connection with the subject property, and will be performed in general accordance with ASTM Standard E 1527, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

1.1.2. The geotechnical investigation will consist of a subsurface exploration program consisting of four (4) to five (5) test borings, targeting the footprint of the proposed building.

1.1.2.1. One (1) day of hollow-stem auger drilling.

- 1.1.2.2. Geotechnical laboratory testing of selected split-spoon soil samples, consisting of up to four (4) washed sieve analyses and four (4) moisture contents.
- 1.1.2.3. The results of the geotechnical explorations and laboratory testing will be evaluated by a Professional Geotechnical Engineer and a Geotechnical Investigation Report will be prepared.
- 1.2. **Civil Engineering Services:** The work includes utilizing existing site survey and topographic survey provided by the State or as additional services to prepare construction documents, engineering drawings and specifications sufficient for constructing the site components and features, and including the following:
 - 1.2.1. Finish grading plan with contours and spot grades to allow for proper grading and drainage of the project site, including potential storm water quality and quality control devices.
 - 1.2.2. Plans, details and other documents for required erosion control plans that may need to be in place during the course of construction.
 - 1.2.3. Site layout plan showing building location, site circulation roads, parking lots and sidewalk layout.
 - 1.2.4. Design and construction details for paving, curb and gutters, sidewalks, barrier-free parking space and curb ramps, manholes, and other drainage structures, and any storm water management basins and structures.
 - 1.2.5. Required plans and details for the applicable site utilities required for regulatory agencies and/or utility company approval and permits, and for construction.
 - 1.2.6. Design and construction plan, cross-section, test pits, percolation tests, calculations, note and details for onsite sewage disposal system.
 - 1.2.7. Location of onsite domestic water supply.
 - 1.2.8. Landscape plan complete with planting areas, plant layout, legend, plant variety, details and specifications.
- 1.3. **Architectural Services:** This work consists of five distinct phases including schematic design, design development, construction documents, bidding and negotiations, and construction administration as follows:
 - 1.3.1. The Schematic Design phase consist of consists of consulting with the Client to review and define project goals and requirements. Based on this information study drawings, documents, or other media that illustrate the concepts of the design and include basic spaces, spatial relationships, scale, and form will be submitted to the Client for review and acceptance.
 - 1.3.2. The Design Development phase consists of utilizing the approved documents from the schematic design phase to define and describe all important aspects of the project so that all that remains is the formal documentation step of construction contract documents.
 - 1.3.2.1. The technical aspects of materials and building systems with the primary goal to enable the Client to understand how the project will function as well as provide detail about the aesthetics of the project.

- 1.3.2.2. All the issues left unresolved at the end of the schematic design shall be worked out. The design shall be refined and all necessary coordination with other disciplines resolved.
- 1.3.2.3. Rendering of proposed building and site. Maximum of three views.
- 1.3.3. The Construction Document phase consists of preparation of drawings and specifications establishing the requirements for the construction of the project. The construction documents describe the quality, configuration, size and relationship of all components to be incorporated into the project. The documents will serve as the basis for obtaining bids from contractors.
- 1.3.4. The Bidding and Negotiations phase consists of assisting the State with issuing construction documents for bidding; respond to questions from bidders; assisting the State with issuing addendum drawings to revise and clarify the construction documents; and review bids.
- 1.3.5. Construction Administration phase consists of periodic observations construction progress and quality on site; responding to questions from the contractor; reviewing product submittals; reviewing scope and cost of changes requested by the owner or contractor; revising the construction documents as required for clarification or changes; reviewing contractor's application for payment; and identify punch list items for repair or completion at the end of construction.
- 1.3.6. The five phases of architectural services include the following general services:
 - 1.3.6.1. Project administration including consultation, research, conferences, and meeting minutes.
 - 1.3.6.2. Discipline coordination / document checking between the architectural work and the engineering work and other involved disciplines for the project.
 - 1.3.6.3. Agency consultations, research applicable regulations, appearance on client's behalf at agency and community meetings.
 - 1.3.6.4. Applicable building code analysis.
 - 1.3.6.5. Schedule monitoring.
 - 1.3.6.6. Project estimates.
- 1.3.7. The LEED, or Leadership in Energy and Environmental Design, green building rating system will be used to evaluate the building design with a goal of being LEED Certified. Each discipline will review the requirements and determine the most appropriate credits to pursue to achieve this level of rating. Registration, documentation and submission to U.S. Green Building Council will not be pursued.
- 1.4. **Structural Engineering Services:** This work consists of providing a structural building system that compliments the architectural building design including layout of structural system member, frost walls, footings, designed for gravity and lateral loading.
 - 1.4.1. Structural calculations and analysis.
 - 1.4.2. Structural support of special equipment.
 - 1.4.3. Complete layout, sizes, details and configurations sufficient for construction.
- 1.5. **Mechanical, Electrical and Plumbing Engineering Services:** This work consists of providing engineered mechanical, electrical and plumbing systems based on the building's use including:

1.5.1. Recommendations for renewable energy sources based on existing industry studies and documentation.

1.5.2. Life cycle cost analysis of selected renewable energy source.

2. Schedule:

2.1. Documents necessary for completing the design services will be submitted for review at a minimum of three separate intervals: Schematic Design, 50% Design Development, and 90% Design Development. After incorporating final review comments a stamped Project Manual including construction drawings, reports, specification, and estimate of probable construction cost will be issued.

3. Deliverables:

3.1. Schematic Design submission shall consist of four (4) sets of 24x36 drawings.

3.2. 50% Design Development submission shall consist of; four (4) sets of 24x36 drawings, four (4) copies of outline specifications; one (1) copy of each rendering view, and one (1) copy of preliminary estimate of probable construction cost.

3.3. 90% Design Development submission shall consist of; four (4) sets of 24x36 drawings, four (4) copies of specifications, one (1) copy of estimate of probable construction cost; electronic copy of drawings and specifications in .pdf format via cloud sharing service.

4. Additional Services:

4.1. **Site Survey:** The work includes the survey of property at the corner of Interstate 89 and Silk Farm Road, Concord, New Hampshire for the purpose of subdividing an 8 acre parcel from a portion of the right-of-way and providing a topographic survey. This boundary and subdivision plan shall include following:

4.1.1. Locate all property lines (R.O.W.) within survey limits.

4.1.2. Property lines (metes and bounds) and R.O.W. tied into established reference points.

4.1.3. Identify all adjacent property owners.

4.1.4. Identify all easements (permanent or temporary access, emergency, etc.).

4.1.5. Provide boundary and subdivision plan suitable for recording at the Merrimack County Registry of Deeds.

4.1.6. Set NH DOT approved granite bounds at all property corners.

4.1.7. Contours at two-foot intervals.

4.1.8. Drainage pipes, drains, invert elevations, manholes, drop inlets, pipe outlets, and drainage channels.

4.1.9. Locate all buildings and structures and identify materials, use, and number of stories.

4.1.10. Provide spot elevations at all site features, top and bottom of walls and curbs, road centerlines and edge, and trees over 6" in caliper.

4.1.11. Utilities (i.e. gas, water, sewer) including all pipe sizes, materials, inverts, rim elevations and valve boxes, including overhead utility wires.

4.1.12. Locate and label all waterways within the project limits.

4.1.13. Rock outcrops and stone walls.

4.1.14. All guiderails, bollards, fences, and gates.

4.1.15. Wooded areas.

- 4.2. Wetland Scientist Services:** The work includes investigation of the project site for wetlands delineation and reporting which includes the following:
- 4.2.1.** Complete a wetland delineation study and delineation report summarizing background information, field methods, and findings. The delineation will meet Site Specific Soil Mapping Standards for New Hampshire.
 - 4.2.2.** Wetland delineation will be based on site observations and investigations using appropriate methods. Analysis of wetland functions, conditions and values will be provided in a stand-alone report.
 - 4.2.3.** Complete a biological assessment report documenting potential presence/absence of sensitive or listed species and their habitat, an analysis of effects of the proposed action and a determination of effects
 - 4.2.4.** Provide wetland setback information based determinations found as a result of the site assessment.

5. Fee Summary

5.1. Design Services: The lump sum cost for the services described above which includes Geotechnical and Environmental, Civil, Architectural, Structural, Mechanical, Electrical and Plumbing is \$672,070. It is further defined as follows:

Schematic Design Phase	15%
Geotechnical and Environmental Services	\$8,500
Civil Engineering Services	\$4,800
Architectural Services	\$74,645
Structural Engineering Services	\$5,440
MEP	\$6,420
LEED	\$10,574
Design Development Phase	20%
Civil Engineering Services	\$6,400
Architectural Services	\$110,682
Structural Engineering Services	\$6,114
MEP	\$8,560
LEED	<u>\$14,601</u>
Subtotal	<u>\$256,736</u>
Construction Document Phase	35%
Civil Engineering Services	\$11,200
Architectural Services	\$179,818
Structural Engineering Services	\$16,696
MEP	<u>\$19,260</u>
Subtotal	<u>\$226,974</u>
Bidding and Negotiations	5%
	\$29,982
Construction Administration	25%
	\$157,053
LEED	<u>\$1,325</u>
Subtotal	<u>\$188,360</u>

*APPROXIMATE
FUNDING FOR
CONSTRUCTION.*

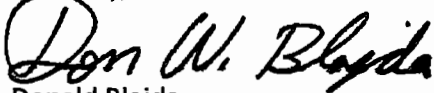
5.2. Additional Services: The lump sum cost for Additional Services as described in Section 4 are as follows:

Site Survey	\$7,500
Wetland Scientist Services	\$2,500

6. **Change in Scope:** KOAL, PLLC is a single member LLC with no employees. KOAL will prepare an itemized cost proposal for any increase in the scope of work. The proposal shall be preapproved prior to commencing with increased scope of work.
7. **Exclusions:** The following services are not anticipated or are specifically excluded from the scope of work outlined in this proposal:
 - 7.1. Hazardous material testing, survey and abatement.
 - 7.2. Special inspections as may be required by building codes.
 - 7.3. Evaluation of soil vapor, radon, asbestos or other potential environmental concern except those included in Phase I ESA assessment.
 - 7.4. Regulated building material survey or management.
 - 7.5. Historical and cultural resources investigation.
 - 7.6. Permitting service other than those specifically included in under Design Services.
 - 7.7. Revisions of project development program as requested by client, state, or local agencies.
 - 7.8. Design of off-site roadway improvements.
 - 7.9. Vehicular traffic and pedestrian studies.
 - 7.10. As-built plans, easement plans, construction survey and/or certification.
 - 7.11. Construction materials testing.
 - 7.12. Easement plans.
 - 7.13. Commissioning.
 - 7.14. LEED requirements and/or certification.
 - 7.15. Location of individual trees.
 - 7.16. CIP retaining wall design.
 - 7.17. Water system for fire protection.
 - 7.18. Stormwater Pollution Prevention Plan.
8. **Payments:** Statements will be submitted on monthly for services provided for the time period indicated on the statement. The statement will include the percentage of each phase complete and remaining balance due.

We appreciate the opportunity to submit our proposal for your consideration and look forward to being a part of the team that brings this project to fruition. Please contact me if you have any questions.

Sincerely,



Donald Blajda

Sole Member

/s

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APPROXIMATE CAPITAL FUNDING FOR CONSTRUCTION.



- + ARCHITECTURE
- + PLANNING
- + SUSTAINABLE DESIGN
- + INTERIOR DESIGN

Pay Scale

January 22, 2018

Keith Hemingway, R.A., Project Manager
Division of Public Works, Design and Construction
PO Box 483, John O. Morton Building
7 Hazen Drive, Room 250
Concord, NH 03302-0483

Dear Mr. Hemingway:

I, Donald Blajda, hereby certify that I am the Sole Member of KOAL, PLLC, a New Hampshire limited liability company and have no other employees. Therefore, I have no pay scale for employees.

As the Sole Member of KOAL, PLLC, my total billable rate is \$125.00 per hour.

Sincerely,

A handwritten signature in black ink that reads "Don W. Blajda". The signature is written in a cursive style with a large, prominent 'D' at the beginning.

Donald Blajda
Sole Member

/s

cc: eFile



- + ARCHITECTURE
- + PLANNING
- + SUSTAINABLE DESIGN
- + INTERIOR DESIGN

Quality Management System

KOAL, PLLC has implemented a quality management system consisting of four processes: quality planning, quality assurance, quality control, and quality improvement.

Quality Planning:

- KOAL, PLLC is committed to adopting project planning systems that will help us deliver our objective of providing creative, meaningful, and useful design solutions. These systems will assist in the collaboration with our clients, sub-consultants and contractors; and reduce errors, omissions, inconsistencies, defects, and deficiencies that are present to some degree on any construction project.
 - At minimum, we strive to meet a quality of performance consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
 - The firm builds awareness of the standard of care while enhancing professional skills by: subscribing to and reading professional press including regional and local publications; reviewing the latest manufacturer's literature; attending seminars, workshops, and other continuing education offerings; and examining other architects' work and participating in peer reviews.

Quality Assurance:

- KOAL, PLLC has defined procedures for guarding against defects before and during the completion of the work.
 - Our firm selects only qualified staff and consultants that are current with the latest design and construction technologies.
 - In preparing the Architectural Brief we review and understand the client's program and seek clarification on any ambiguities so that they can be clarified in advance.
 - We complete a thorough review of codes, regulations, ordinances, and standards applicable to the design of the project during the document preparation.
 - We establish regular progress and coordination meetings with the design team.
 - We review geotechnical and site survey information provided by the client.
 - In the contract documents, we specify the requirement for the contractor to provide submittals, mockups, tests and inspections, minimum qualifications, and manufacturer involvement:
 - Submittal to review products, materials, and equipment before the contractor is allowed to procure and install the items.
 - Mockups that incorporate several different components to see how each interfaces with the other and to establish the level of workmanship.
 - Our specifications establish minimum qualification requirements to ensure the work will be provided by experienced or trained installers. To verify that qualified installers are

used, qualification statements, certifications, or other forms of verification are required as informational submittals.

Quality Control:

- KOAL, PLLC has defined procedures for evaluating completed activities and elements of the design for conformance with the project requirements.
 - We prepare cost estimates at each phase of the design to ensure the project remains within the client's budget. Any budget issues are resolved before progressing to the next phase.
 - We complete internal reviews of consultants' work using a standardized checklist.
 - We complete a peer review at the end of each phase, using a third-party reviewer. This type of review is very beneficial since it is conducted by someone completely unfamiliar with the project.
 - A constructability review which focuses primarily on the mechanics of physically constructing the structure is conducted by a contractor or construction manager.
 - Code plan review verifies that compliance has been achieved by the various disciplines involved in the project. This may be done through a third party service or local registered design professional.
 - The contract documents specify the requirement for the contractor to provide submittals, tests and inspections, minimum qualifications, and manufacturer involvement:
 - Submittals for test reports and inspections performed on completed work are specified to summarize the findings of tests and inspections.
 - Tests and inspections are specified to be conducted at the fabrication shop (referred to as "source quality control") to evaluate the completed work before delivery to the project site.
 - Tests and inspections are specified to be conducted at the project site (referred to as "field quality control") evaluate work installed on the project.

Quality Improvement:

- KOAL, PLLC has defined procedures for improving the Quality Management System; otherwise, the same mistakes would continue to be made and opportunities to reduce cost and waste would never be realized.
 - Feedback is solicited from clients, consultants, contractors and other participants involved in the project.
 - Change orders are evaluated to determine whether they were a result of ambiguity in the construction documents or other circumstance that were within our control.