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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 271-2214 Fax: 271-6488 www.nhdf.org

September 1, 2017

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

**REQUESTED ACTION**

Pursuant to RSA 21-I:80 (b), authorize the Department of Natural and Cultural Resources, Division of Forests and Lands, to enter into a third phase contract with Alba Architects, LLP (VC #160877), North Woodstock, NH in the amount of \$32,270 for architectural services for the reconstruction of 3 state-owned fire towers upon Governor and Executive Council approval through June 30, 2018. The first phase contract was approved by Governor and Executive Council (G&C) on November 6, 2013 (Item #81) and the second phase contract was approved by G&C on July 16, 2014 (Item #55). **100% Capital Funds**

Funding is available as follows:

|                                     |                      |
|-------------------------------------|----------------------|
|                                     | <b><u>FY2018</u></b> |
| 03-35-35-350030-17230000            |                      |
| 17-228:1-XVIII:E Fire Tower Repairs | \$32,270             |
| 034-500162 Capital Projects         |                      |

**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. 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 5 companies known to the Department and construction industry. 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. 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 third phase of the project which will cover design of repairs, preparation of bid documents, contract administration, and construction supervision for 3 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,

Concurred,

Brad W Simpkins  
Director

Jeffrey J. Rose  
Commissioner

Fire Tower Consultant Score Sheet

Scored by: Summary To Rds  
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 Mirra            | 24.75         | 26.25           | 32.25             | 83.25 |
| John Jordan             | 22            | 22.75           | 27.75             | 72.5  |

Fire Tower Consultant Score Sheet

Scored by: Alba

| Consultant              | Approach (30) | Experience (30) | Coordination (40) | Total |
|-------------------------|---------------|-----------------|-------------------|-------|
| Alba Architects         | 27            | 28              | 32                | 87    |
| DuBois & King           | 24            | 29              | 31                | 84    |
| Port One Architects     | 20            | 27              | 27                | 74    |
| Warrenstreet Architects | 20            | 27              | 27                | 74    |
| Dennis Mirra            | 26            | 27              | 31                | 84    |
| John Jordan             | 20            | 22              | 27                | 69    |

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 Mirra            | 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: Johanna Mansfield  
SEPT 25, 2013

| Consultant              | Approach (30) | Experience (30) | Coordination (40) | Total |
|-------------------------|---------------|-----------------|-------------------|-------|
| Alba Architects         | 28            | 28              | 30                | 86    |
| DuBois & King           | 25            | 28              | 28                | 81    |
| Port One Architects     | 20            | 20              | 25                | 65    |
| Warrenstreet Architects | 20            | 24              | 24                | 68    |
| Dennis Mirra            | 26            | 25              | 27                | 78    |
| John Jordan             | 22            | 23              | 24                | 69    |

Fire Tower Consultant Score Sheet

Scored by: Rhonda Perry

| Consultant              | Approach (30) | Experience (30) | Coordination (40) | Total |
|-------------------------|---------------|-----------------|-------------------|-------|
| Alba Architects         | 27            | 28              | 30                | 85    |
| DuBois & King           | 24            | 28              | 30                | 82    |
| Port One Architects     | 22            | 20              | 28                | 70    |
| Warrenstreet Architects | 20            | 20              | 28                | 68    |
| Dennis Mirra            | 25            | 25              | 33                | 83    |
| John Jordan             | 21            | 20              | 30                | 71    |



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](mailto:thomas.mansfield@dred.state.nh.us)

A.J. Dupere

Tel: 603-431-6774

Email: [ajdupere@dred.state.nh.us](mailto:ajdupere@dred.state.nh.us)

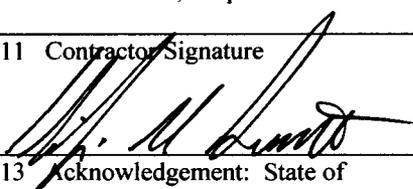
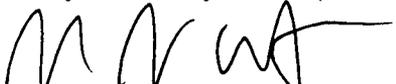
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |   |                                  |
|--|--|---|----------------------------------|
| 1.1 State Agency Name<br>Department of Natural and Cultural resources  |  | 1.2 State Agency Address<br>172 Pembroke road, Concord, NH 03301  |                                  |
| 1.3 Contractor Name<br>Alba Architects LLP   |  | 1.4 Contractor Address<br>PO Box 186, 137 Main street, North Woodstock, NH 03262                        |                                  |
| 1.5 Contractor Phone Number<br>6037454770  | 1.6 Account Number<br>034-17230000-500162-35B049AE | 1.7 Completion Date<br>06/30/2018   | 1.8 Price Limitation<br>\$32,270 |
| 1.9 Contracting Officer for State Agency<br>Thomas Mansfield, Dept Architect   |  | 1.10 State Agency Telephone Number<br>603-271-2606  |                                  |
| 1.11 Contractor Signature<br>  |  | 1.12 Name and Title of Contractor Signatory<br>Philip M Bennett, Partner/Owner                          |                                  |
| 1.13 Acknowledgement: State of _____, County of _____<br><br>On _____, 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<br>   |  | JOAN M. PARKER<br>NOTARY PUBLIC - State of New Hampshire<br>My Commission Expires<br>September 16, 2020 |                                  |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>Joan M. Parker  |  |   |                                  |
| 1.14 State Agency Signature<br>   |  | 1.15 Name and Title of State Agency Signatory<br>Jeffrey J. Rose, Commissioner                          |                                  |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br><br>By: <i>n/a</i> Director, On:  |  |   |                                  |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br><br>By:  On: 9/14/17   |  |   |                                  |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br><br>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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

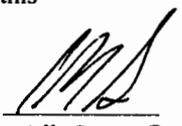
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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.

#### 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

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

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

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

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials   
Date 08.29.17

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION  
PLANNING AND DEVELOPMENT SECTION**

**PHASE 3 - FIRE TOWER RESTORATION PROJECT  
Project CAP1806**

**EXHIBIT A**

**Summary of the Work**

The intent of this contract is for the Contractor to provide the State with architectural design and production of building documents for a project to repair:

- Kearsarge Fire Tower at Kearsarge Mountain (Wilmot and Warner, NH);
- Milan Fire Tower at Milan State Park (Milan, NH); and
- Oak Hill Fire Tower (Loudon, NH).

The Contractor shall produce Construction Documents and Specifications. The Construction Documents and Specifications will address all of the architectural, structural, and electrical recommendations contained within the report provided by Alba Architects in Phase One, dated April 30, 2014, for Improvement and Construction Administration to Fire Towers and Auxiliary Buildings.

All of the fire towers are to receive new standardized cabs. Milan and Oak Hill will receive approximate 10' x 10' cabs and Kearsarge will receive an approximate 12'x12' cab.

**EXHIBIT B**

**Contract Price**

The total contract price shall not exceed:           \$32,270

**Method of Payment**

Payments shall be made monthly in proportion to the work completed and upon receipt of an itemized invoice and approved by the Project Manager.

**Term**

This contract shall commence upon approval of the Governor and Executive Council with a completion date of June 30, 2018.

**EXHIBIT C**

There are no additional provisions to this contract.

Alba Architects, LLP   VC <254428>

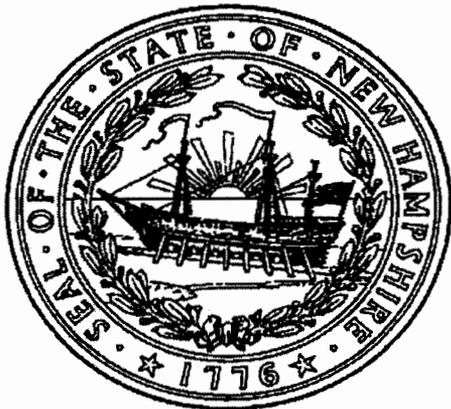
# State of New Hampshire

## 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 registered to transact business in New Hampshire on November 23, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 662234



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of March A.D. 2017.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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|                                    |  |                             |   |
|------------------------------------|--|-----------------------------|---|
| Business Name:                     | ALBA ARCHITECTS LLP                          | Business ID:                | 662234                                      |
| Business Type:                     | Domestic Limited Liability Partnership       | Business Status:            | Good Standing                               |
| Business Creation Date:            | 11/23/2011                                   | Name in State of Formation: | Not Available                               |
| Date of Formation in Jurisdiction: | 11/23/2011                                   |                             |   |
| Principal Office Address:          | 137 Main St, North Woodstock, NH, 03262, USA | Mailing Address:            | PO Box 186, North Woodstock, NH, 03262, USA |
| Citizenship / State of Formation:  | Domestic/New Hampshire                       |                             |   |
|                                    |  | Last Annual Report Year:    | 2017  |
|                                    |  | Next Report Year:           | 2018  |
| Duration:                          | Perpetual                                    |                             |   |
| Business Email:                    | sanderson@albaarchitects.com                 | Phone #:                    | 603-348-7664                                |
| Notification Email:                | NONE   | Fiscal Year End Date:       | NONE  |

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### Principal Purpose

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| S.No | NAICS Code                     | NAICS Subcode |
|------|--------------------------------|---------------|
| 1    | OTHER / architectural services |               |

Page 1 of 1, records 1 to 1 of 1

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### Registered Agent Information

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|                             |   |
|-----------------------------|---|
| Name:                       | Anderson, Stuart J.                                     |
| Registered Office Address:  | 137 Main St PO Box 186, North Woodstock, NH, 03262, USA |
| Registered Mailing Address: | Not Available   |

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# 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

29 August, 2017

## ALBA ARCHITECTS LLP - CERTIFICATE OF VOTE

To Whom it May Concern,

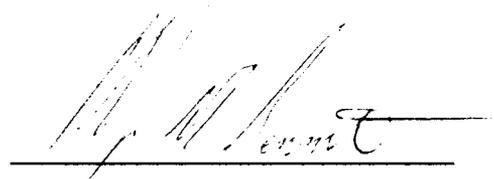
I, **Philip M Bennett**, do hereby certify that:

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 30, 2017**.

**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 Three 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 **Stuart J. Anderson** 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 30, 2017**.
4. **Stuart J. Anderson** (is/are) the duly elected Partner.

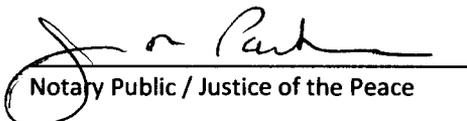


State of New Hampshire

County of Grafton

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2017, by Joan M. Parker.

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



Notary Public / Justice of the Peace

Commission Expires:

**JOAN M. PARKER**  
**NOTARY PUBLIC - State of New Hampshire**  
**My Commission Expires**  
**September 16, 2020**

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

# 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

29 August, 2017

## ALBA ARCHITECTS LLP - CERTIFICATE OF VOTE

To Whom it May Concern,

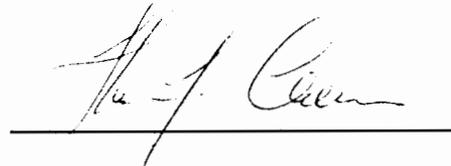
I, **Stuart J. Anderson**, do hereby certify that:

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 30, 2017**.

**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 Three 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 30, 2017**.
4. **Philip M. Bennett** (is/are) the duly elected Partner.

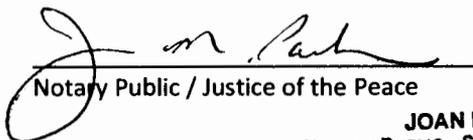


State of New Hampshire

County of Grafton

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2017, by Joan M. Parker.

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



Notary Public / Justice of the Peace

Commission Expires: **JOAN M. PARKER**  
**NOTARY PUBLIC - State of New Hampshire**  
My Commission Expires  
**September 18, 2020**

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

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/30/2017

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

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

|   |   |  |                                    |
|---|---|--|------------------------------------|
| <b>PRODUCER</b><br>Poole Professional Ltd.<br>107 Audubon Rd. #2, Ste. 305<br>Wakefield, MA 01880<br>Thomas J. Mullen | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): <b>781-245-5400</b> |  | FAX (A/C, No): <b>781-245-5463</b> |
|   | <b>E-MAIL ADDRESS:</b>  |  |                                    |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   |  | <b>NAIC #</b>                      |
| <b>INSURED</b><br>alba architects, llp<br>137 Main St. P.O. Box 186<br>North Woodstock, NH 03262                      | <b>INSURER A :</b> Sentinel Ins. Co.                              |  | <b>11000</b>                       |
|   | <b>INSURER B :</b> XL Specialty Insurance Company                 |  | <b>37885</b>                       |
|   | <b>INSURER C :</b>  |  |                                    |
|   | <b>INSURER D :</b>  |  |                                    |
|   | <b>INSURER E :</b>  |  |                                    |
| <b>INSURER F :</b>  |   |  |                                    |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | 08SBAIM7433   | 11/09/2016              | 11/09/2017              | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | MED EXP (Any one person)                  | \$ 10,000    |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          |  |           |          |               |                         |                         |   | \$           |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                     | X         |          | 08SBAIM7433   | 11/09/2016              | 11/09/2017              | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |  |           |          |               |                         |                         | \$  |              |
|          | <b>UMBRELLA LIAB</b>   |           |          |               |                         |                         | EACH OCCURRENCE                           | \$           |
|          | <b>EXCESS LIAB</b>   |           |          |               |                         |                         | AGGREGATE                                 | \$           |
|          | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE   |           |          |               |                         |                         |   | \$           |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         |   | \$           |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |               |                         |                         | PER STATUTE                               | OTH-ER       |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |
| B        | <b>Arch/Engrs</b><br><b>Prof Liability</b>   |           |          | DPS9907394    | 11/07/2016              | 11/07/2017              | Per Claim                                 | 1,000,000    |
|          |  |           |          |               |                         |                         | Aggregate                                 | 2,000,000    |

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

See attachment.

**CERTIFICATE HOLDER****CANCELLATION**

STATEN4

State of New Hampshire  
 Dept of Cultural & Natural Res  
 DPR Planning and Devil Sec  
 172 Pembroke Road  
 Concord, NH 03301

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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# alba architects llp

100 North Main Street - North Woodstock, NH 03262

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

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12 September 2017

Department of Cultural and Natural Resources  
Division of Parks and Recreation  
Planning and Development Section  
172 Pembroke Road  
Concord, NH 03301

For the Attention of John Duncan

Mr. Duncan,  
**Contract Documents**  
**Phase Three Fire Tower Project**

Further to a request for certification of exemption from employers' responsibility to provide workman's compensation insurance, we confirm that at present we do not have employees and are therefore not required to carry WC insurance.

If you have any further questions regarding this, or any other issues regarding the above noted project, please do not hesitate to contact us.

Thank you again for the opportunity to work with you on this ongoing project.

Regards,



Philip M Bennett  
Partner/owner Alba Architects  
License # 03477

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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 # 55 7/16/14 55 saw



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.nhdfll.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:

|  |                      |
|--|----------------------|
|  | <b><u>FY2015</u></b> |
| 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", with a small flourish at the end.

Jeffrey J. Rose  
Commissioner

Item # 81 11/6/13 81 JWC



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

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:

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

**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).

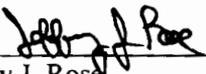
A selection committee was established by the Commissioner and the Interim Director of the Division of Forests and Lands which reviewed the proposals and scored them based on a pre-determined set of criteria as indicated in the RFQ solicitation. As a result of the scoring, a short list of candidates was 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,

  
\_\_\_\_\_  
Jeffrey J. Rose  
Commissioner