



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

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

April 14, 2015

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

*Retroactive*

**REQUESTED ACTION**

Authorize the Department of Administrative Services, Bureau of Public Works Design and Construction to **retroactively** extend the statewide consultant agreement expiration date with Dignard Architectural Services (Vendor #158343), from June 30, 2014 to December 31, 2015 and increase the not-to-exceed amount from \$500,000 to \$508,970. This agreement is for Architectural consultant services. The original consultant agreement was approved by Governor and Council on September 14, 2011, Item #30.

*Funding: 51% General - Capital Funds, 49% Federal Funds.*

**EXPLANATION**

This request is retroactive because additional services were provided after the expiration of the statewide consultant agreement for two separate Public Works Design and Construction Projects.

During the design phase of NH Army National Guard's (NHARNG) Littleton Readiness Center Addition/Alteration, new force protection standards were implemented through the Unified Facilities Criteria (UFC) for Department of Defense Minimum Antiterrorism Standards for Buildings. The proposed design for the Littleton Readiness Center did not meet these new standards. Further, the design changes necessary to bring the design into compliance with the UFC did not meet the State Historic Preservation Office (SHPO) requirements. Therefore, Dignard Architectural Services (Dignard) needed to modify their design substantially to satisfy both UFC and SHPO standards. The cost of the additional services is \$13,500. Dignard proceeded with the design, at their own risk, while waiting for the availability of Federal funds in order to keep the project on schedule. However, in the interim, the statewide service agreement expired on June 30, 2014, thus requiring this extension request. This request also includes Dignard's construction administration fees in the amount of \$48,200. These fees were not encumbered prior to the contract expiration because the Federal funds were not yet available. Construction of the project is expected to begin this summer. It is cost efficient for the State to remain with the same consultant during the construction of the project rather than changing firms. This is primarily because they are the most familiar with their design plans and

design intents and, as such, can assist the Department in managing the construction of the project more expeditiously.

The second project requiring additional services of Dignard is the State House Annex Roof Replacement. During construction of a roof replacement project involving multiple State buildings, an unknown existing condition was discovered on the State House Annex roof during the initial stages of demolition. This change in existing conditions required a redesign and costly change in construction. It was determined that the most cost effective approach was to remove the State House Annex roof from this project, re-design it, and re-advertise for bids. The redesign effort is a matter of adding details to the original design, so the most cost efficient approach would be for the State to remain with Dignard for these design changes. The cost for additional design services is \$4,500.

The Department is requesting a retroactive extension of the agreement expiration date to December 31, 2015, in order to finalize these two projects and issue final payments to Dignard. The existing agreement had \$57,230 remaining in spending authority as of the original expiration date of June 30, 2014 and the additional services for these two projects exceeds this amount by \$8,970.

The agreement has been approved by the Attorney General as to form and execution; and the Adjutant General 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, Bureau of Public Works Design and Construction.

Attached please find a prior Governor and Council documentation for this agreement along with the contract supplemental information sheet.

Respectfully submitted,



Joseph B. Bouchard  
Assistant Commissioner

## CONTRACT SUPPLEMENTAL INFORMATION SHEET – UPDATED

PROJECT: Dignard Architectural Services Statewide Contract Extension and Increase for additional services required for BPW Project #80731R, Contract A – Littleton Readiness Center Addition/Alteration (NH Army National Guard Armory), and BPW Project #80747, Contract C – State House Annex Roof Replacement, Concord.

DESCRIPTION: The NH Army National Guard's (NHARNG) Littleton Readiness Center Addition/Alteration –

It was learned late in the design phase that the proposed design did not conform to newly instituted requirements of the Unified Facilities Criteria (UFC) for Department of Defense Antiterrorism Standards for Buildings. Further, the design changes required by the UFC did not meet the requirements of the State Historic Preservation Office (SHPO). Therefore, changes in the design, beyond the original agreement, were necessary to meet UFC standards while still meeting the requirements set forth by the SHPO. The cost of the additional design services is \$13,500. Further, construction administration services, in the amount of \$48,200, are necessary during the construction of the project.

The State House Annex Roof Replacement -

During construction of a roof replacement project involving multiple State buildings, an unknown existing condition was discovered on the State House Annex roof during the initial stages of demolition. This change in existing conditions required a re-design and costly change in construction. It was determined that the most cost effective approach was to remove the State House Annex roof from this project, redesign it, and re-advertise for bids. The cost for additional design services is \$4,500.

EXPLANATION: The NH Army National Guard's (NHARNG) Littleton Readiness Center Addition/Alteration –

As the design phase was nearing completion, the National Guard discovered that the exterior wall and window assemblies of the proposed design would require modification to accommodate the Department of Defense Antiterrorism Standards for Buildings. In order to meet the more stringent force protection standards, which were instituted after the design was substantially complete, a redesign of the project was required in order to incorporate the updated blast resistant wall and window systems. Much effort was required by the consultant to create a design that met both the UFC standards as well as SHPO requirements. The federal funding for Construction Administration services did not become available until after the statewide contract expired.

The State House Annex Roof Replacement -

During construction, it was discovered that a sandy material covered with lightweight concrete was used to create the slope for the roof. This condition was not uncovered during the design phase despite an existing conditions survey conducted by the consultant. In order to install a new roof, this material must be removed down to the concrete deck. Dignard Architectural Services designed the new roof so the re-design would only be a matter of adding some details to address the removal of the sandy material and lightweight concrete. There will be a cost and time savings realized by the State if using Dignard Architectural Services to do the redesign instead of another consultant.

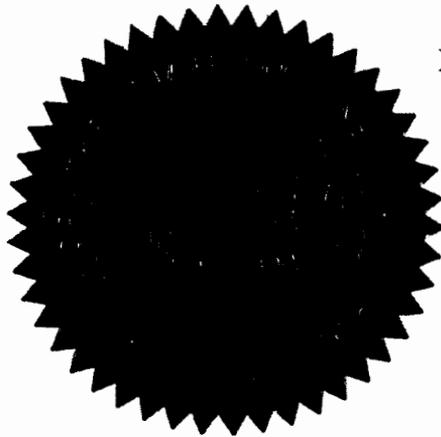
**CONSULTANT  
RETROACTIVE  
INCREASE  
AMOUNT:**

\$66,200

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 DIGNARD ARCHITECTURAL SERVICES is a New Hampshire trade name registered on May 23, 1997 and that Roger W Dignard presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of April, A.D. 2015

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)

04/01/2015

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>PRODUCER CUSTOMER ID #: DIGNA-1</b>		
<b>INSURED</b> Roger Dignard DBA Dignard Architectural Servces 146 South Hill Road New Boston, NH 03070		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A: Travelers Property Casualty Co</b>
		<b>INSURER B: Travelers Indemnity Co of CT</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>
		<b>NAIC #</b>
		<b>25674</b>
		<b>25682</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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	680-2390L053	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000					PRODUCTS - COM/POP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY	X	680-2390L053	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	<input type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE \$
		<input type="checkbox"/> CLAIMS-MADE				\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	UB5577Y736	02/02/2015	02/02/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTH-ER
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below					
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is included as additional insured as respects to the General Liability and Auto Liability coverages subject to the same policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  NEWHA-2  State of New Hampshire Dept. of Admin. Services Bureau of Public Works Design P.O. Box 483, 7 Hazen Drive Concord, NH 03302-0483	<b>CANCELLATION</b>  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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# CERTIFICATE OF LIABILITY INSURANCE

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04/01/2015

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<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>PRODUCER CUSTOMER ID #: DIGNA-1</b>		
<b>INSURED</b> Roger Dignard DBA Dignard Architectural Services 146 South Hill Road New Boston, NH 03070		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : XL Specialty Insurance Company</b> <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
		<b>NAIC #</b> <b>37885</b>

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

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Arch/Engrs. Professional Liab.			DPR9716606	06/18/2014	06/18/2015	Per Claim                      2,000,000 Aggregate                      2,000,000

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

For Professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Depart. of Admin. Services Bureau of Public Works Design P.O. Box 483, 7 Hazen Drive Concord, NH 03302-0483	<b>NEWHA-2</b>	<b>CANCELLATION</b>  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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# State of New Hampshire

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

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

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

Bureau of Public Works  
Design & Construction

August 17, 2011

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Public Works Design and Construction to enter into an agreement with Dignard Architectural Services (VC# 158343), New Boston, NH, in an amount not to exceed \$500,000 for professional architectural services required for planning, design and construction of various Public Works' projects as necessary and required by the department. The contract is effective from the date of Governor and Council approval through June 30, 2014. Funding is dependent upon specific projects assigned to the vendor.

## EXPLANATION

The department proposes to retain the private consulting firm of Dignard Architectural Services to expedite the current project workload and provide appropriate technical expertise as required for specific projects. The agreement will enable the department to respond quickly to unscheduled project requests and possible emergencies regarding architectural issues. The decision as to which projects will be assigned will be made on a case-by-case basis depending on the particular expertise required and the firm's current workload.

This type of consulting agreement will be funded from the monies for each project. The majority of projects needing this type of architectural consultant work are maintenance and capital funded projects.

This agreement is a proposed contract with the architectural firm selected to provide on-call architectural services. It is anticipated that architectural services can be handled by five (5) architectural firms through the contract period.

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

His Excellency, Governor John H. Lynch  
and the Honorable Council  
August 17, 2011

department's procedures for Selection of Engineers, Architects and Surveyors dated July 28, 2005.

In March 2011, the Bureau of Public Works Design & Construction advertised in the Union Leader, the Bureau of Public Works Design & Construction website and email notification soliciting interest in providing on-call Architectural services. Twenty-eight (28) consultant firms submitted letters of interest and were considered for this assignment.

Amoskeag Architectural	Duncan, Douglas, McCallum	Momeyer Assoc.
Anzalone Associates	FSM Drawings, LLC	Moser Pilon Nelson
Banwell Architects	Harriman Assoc.	Mudge & Associates
Barker Architects	J5 Architects	Oak Point Assoc.
Berard Martel Architecture.	Jacobs Engineering	SMRT
C. N. Carley.	Lavallee, Brensinger	TBC Architects
CMK Architects	MFPA	Tennant/Wallace
Davis Goudreau	Dennis Mires	Turner
Dignard Architectural Services	Misiaszek Turpin, PLLC	Warren Street Architects
		C. Williams Architects

Subsequently, a short list of eight (8) consultant firms was developed and proposals were requested. The firms were then 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 team, and overall suitability for the assignment.

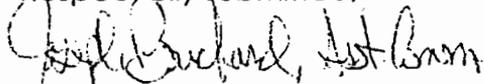
It is now the department's intent to enter into a Statewide Consultant Service Agreement with the five (5) highest rated firms.

Oak Point Associates – Rated #1	Lavallee Brensinger Architects – Rate #4
Tennant Wallace Architects – Rated #2	Dignard Architectural – Rated # 5
Christopher P. Williams Architects, PLLC – Rated #3	

A copy of Dignard Architectural Services's Statement of Qualifications is provided, herewith, for your information and convenience.

The subject agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, Bureau of Public Works Design & Construction.

Respectfully submitted,

  
for Linda M. Hodgdon,  
Commissioner

Interview/Selection date: 7-Jun-11

COMMITTEE PROPOSAL RATING FOR  
ARCHITECTURAL STATEWIDE

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	
<b>Barker Architects</b>						0	73.5	
Mark Nogueira	4	3.5	3.5	4	4	19		
Michelle Juliano	4	3	4	3.5	4	18.5		
Rob Smith	5	5	3	4	4	21		
Tom Carleton	3	3	3	3	3	15		
<b>CN Carley Assoc</b>						0	72.0	
Mark Nogueira	5	3.5	3	3	3.5	18		
Michelle Juliano	4	2	3	4	4	17		
Rob Smith	5	5	5	5	4	24		
Tom Carleton	3	3	2	3	2	13		
<b>Dignard Architectural</b>						0	80.0	<===== #5 Rating
Mark Nogueira	5	5	3.5	4.5	4.5	22.5		
Michelle Juliano	5	5	4	4	5	23		
Rob Smith	5	3	3	4	3	18		
Tom Carleton	3	3	3	4	3.5	18.5		
<b>Lavallee Brensinger</b>						0	82.0	<===== #4 Rating
Mark Nogueira	4.5	4.5	4.5	4	4.5	22		
Michelle Juliano	5	3	4	4	5	21		
Rob Smith	3	5	5	5	4	22		
Tom Carleton	3	3	3	4	4	17		
<b>Momeyer Assoc</b>						0	54.5	
Mark Nogueira	2	2.5	2.5	4	2.5	13.5		
Michelle Juliano	3	2	2	3	3	13		
Rob Smith	3	3	3	5	3	17		
Tom Carleton	3	3	1	3	1	11		
<b>Oak Point Assoc</b>						0	93.0	<===== #1 Rating
Mark Nogueira	5	5	5	5	5	25		
Michelle Juliano	5	5	5	4	5	24		
Rob Smith	5	5	5	5	5	25		
Tom Carleton	3	5	3	4	4	19		
<b>Tennant/Wallace Arch</b>						0	83.5	<===== #2 Rating
Mark Nogueira	4.5	4.5	4	4.5	4.5	22		
Michelle Juliano	4.5	5	4	5	5	23.5		
Rob Smith	5	5	5	4	4	23		
Tom Carleton	3	3	3	3	3	15		
<b>Christopher Williams</b>						0	82.5	<===== #3 Rating
Mark Nogueira	5	4.5	4	4	4	21.5		
Michelle Juliano	4	4	4	4	4	20		
Rob Smith	5	5	5	5	5	25		
Tom Carleton	3	3	4	3	3	18		

## Explanation of Statewide 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. His background in the private sector and State services provides insight into expertise, staffing and capacity of the 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, (PM4) for the specific type of work the consultant is being hired for (i.e. Mechanical, Civil, etc.), brings additional expertise concerning the capabilities of various consultants with whom they have worked. 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 Project Manager (PM3) for the specific type of work the consultant is being hired for (i.e. Mechanical, Civil, etc.), brings additional expertise concerning the capabilities of various consultants with whom they have worked. 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.

Administrator PM6

Mark T. Nogueira – 21 years private sector & 2 years State Service

Asst. Administrator P5

Michelle Juliano - 23 years State service

Project Mgr - PM4

Robert Smith – 24 years State Service

Project Mgr.- PM3

Tom Carleton – 23 years private sector & 5 months State Service







**DIGNARD ARCHITECTURAL SERVICES**  
ARCHITECTURE \* PLANNING \* ILLUSTRATION  
146 SOUTH HILL ROAD  
NEW BOSTON, NH 03070

July 19, 2011

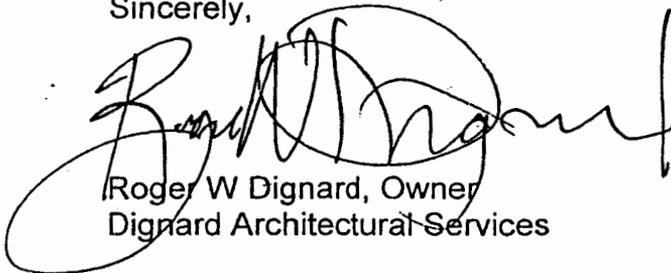
RE: Statewide – Architectural Services Agreement  
Auto Insurance

Mary Kibbee-Lee, Business Administrator  
Department of Administrative Services  
Bureau of Public Works Design & Construction

Dear Mary;

This letter is to clarify our situation with regard to vehicle insurance. We do not have any company owned vehicles. We use our personal vehicles to attend meetings, visit the job sites, and perform other project related tasks. We each maintain personal auto insurance and the office's Commercial General Liability policy covers work related use of vehicles.

Sincerely,



Roger W Dignard, Owner  
Dignard Architectural Services



phone: 603.487.5388

fax: 603.487.5270

e.mail: info@dig-arc.com



**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PUBLIC WORKS DESIGN & CONSTRUCTION**

**STATEWIDE AGREEMENT  
FOR  
PERFORMING PROFESSIONAL SERVICES FOR  
DESIGN AND CONSTRUCTION DOCUMENTS,  
ON-SITE OBSERVATION, AND INSPECTION SERVICES  
FOR VARIOUS PROJECTS**

**DIGNARD ARCHITECTURAL SERVICES  
146 SOUTH HILL ROAD  
NEW BOSTON, NH 03070**

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made this 20<sup>th</sup> day of JULY, in the year 2011 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE acting by and through the COMMISSIONER OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES; hereinafter, referred to as the DEPARTMENT, acting under Chapter 228 of the Revised Statutes Annotated, as amended and DIGNARD ARCHITECTURAL SERVICES, 146 South Hill Road, New Boston, NH 03070 (Vendor No. 158343), hereinafter, referred to as the CONSULTANT, witnesses that:

WHEREAS, the DEPARTMENT, requires professional services to provide for design and construction documents, on-site observation, and inspection services for various projects, as they may occur throughout the STATE;

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 projects including but not limited to feasibility studies, programming, site and building assessments and inspections, construction documents, computerized building simulation, life cycle costing, on-site observation and inspection services, as required, for various projects, as they may occur in accordance with the following terms and conditions. Payment for such services on each project shall be at the hourly rates as per the attached schedule (Exhibit "A"), plus mileage at the prescribed STATE rate in effect at the time of service occurrence, as a not to exceed fee, or, shall be a mutual agreed upon lump sum fee. For each project identified by the DEPARTMENT, the CONSULTANT shall first submit a proposal for the professional services required. The proposal shall include a fee for the services required, a detailed, by phase, description of the proposed services, and a date of completion of each phase for the rendering of services required. the CONSULTANT shall not proceed with work until a Notice to Proceed is issued by the DEPARTMENT, and such work shall not exceed the proposed fee unless there is an additional Notice to Proceed issued by the DEPARTMENT for additional services.

## TERMS AND CONDITIONS

### 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 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%
- .3 For projects with limited phases, compensation on the account of the CONSULTANT shall be made in proportion to the services performed, and shall apply to a predetermined percentage for each of the limited phases.
- .4 For projects where detailing the phases of services to be performed does not apply payment on the account of the CONSULTANT shall be made in proportion to the services performed as determined by the DEPARTMENT.
- .5 Billings shall be in accordance with Exhibit "A" (Note: All rate changes to the Exhibit "A" during the life of the agreement shall be subject to the approval of the DEPARTMENT and shall be rates that are implemented on a company wide basis) or, as formerly documented and approved by the DEPARTMENT prior to services being performed.
- .6 Employees not listed on Exhibit "A" 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 or 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.
- .2 The DEPARTMENT may remove or add project delivery methods at any time. A detailed scope of services will be defined for each specific project.

## PART 3 DESIGN GUIDELINES:

- .1 The CONSULTANT agrees to follow the provisions of the current Design Manual of the DEPARTMENT, Design Standards for State Facilities, 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 PROJECT DELIVERY METHOD:

- .1 The CONSULTANT shall provide services for projects in accordance with one of the following delivery methods:
  - A. Standard Design-Bid -Build
  - B. Standard Design-Build
  - C. Bridged Design-Build
  - D. Construction Management
- .2 The DEPARTMENT may remove or add project delivery methods at any time. A detailed scope of services will be defined for each specific project.

## PART 5 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 Bureau of PUBLIC WORKS DESIGN & CONSTRUCTION to ascertain the requirements of the project and shall confirm such requirements through the Bureau 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 approval by the DEPARTMENT through the Bureau of PUBLIC WORKS DESIGN & CONSTRUCTION.

2. The CONSULTANT shall present the Schematic Design Documents at a review meeting with the Bureau 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 approved 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 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 approval by the DEPARTMENT through the Bureau of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. The CONSULTANT and representatives of each of the consultant engineering disciplines required for the project type shall present the Design Development Documents at a review meeting with the Bureau 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 approved 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 Bureau 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 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, on mylar (matte both sides), 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 Autocad .DWG R14 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 ASCII or MS Word Release 6.0/95 DOC format. The formats and file names shall be clearly identified on the diskettes.
  4. 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.
  5. The CONSULTANT shall deliver three (3) sets of prints of the working drawings and specifications to the DEPARTMENT for final review prior to submitting the original construction documents.
- D. **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.
- E. **CONSTRUCTION ADMINISTRATION PHASE:** 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 Bureau 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 cooperate with the DEPARTMENT in the evaluation of the changes in the work.
  5. 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.

6. The CONSULTANT shall assist in the preparation of the Substantial Completion Certificates, compiling punch lists of work in need of correction.

#### 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 hereby designates the Bureau 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 Bureau 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.
- .3 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.
- .4 The DEPARTMENT will provide for field inspection of the work.
- .5 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.
- .3 The CONSULTANT agrees to process the services required by this AGREEMENT expeditiously to the completion of the Construction Documents Phase of the assigned projects and to deliver these documents to the DEPARTMENT without undue delay.

#### PART 8 EXTENT OF AGREEMENT:

- .1 This AGREEMENT, including Exhibit "A", 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. This AGREEMENT shall expire on June 30, 2014, unless terminated earlier.

- .2 No new projects may be entered into after June 14, 2014. The amount of services shall not exceed \$500,000.00 during the life of the AGREEMENT. Projects begun, but not completed, before June 30, 2014 shall be completed under the rates in Exhibit "A", subject to written mutual agreement of both parties. This AGREEMENT can only be extended or amended in any way with the 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:

##### Required Coverage:

The Consultant shall, at its sole expense, obtain and maintain in force the following insurance:

- .1 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 to be named as an additional insured); and

- .2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
- .3 Professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
- .4 Worker's compensation and employer's liability insurance as required by law.
- .5 Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder or ten (10) days in cases of non-payment of premium. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than this time frame, after written notice thereof has been received by the STATE.
- .6 The certificates shall evidence the required coverage, retention (deductible) and cancellation clause. The CONSULTANT shall have a continuing duty to provide new certificates of insurance at the policies are amended or renewed.

**PART 12 OWNERSHIP OF DOCUMENTS:**

- .1 All Drawings and Specifications and other documents shall become the sole property of the STATE as official records and documents of public concern and information for the project only. Reuse of any of these documents by the STATE, without written permission of the CONSULTANT, shall be at the STATE'S risk. CONSULTANT:

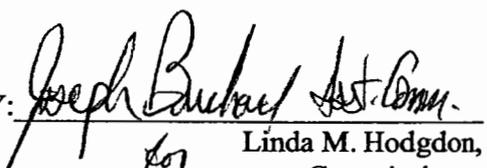
DATED: 07-28-2011

BY: 

PLEASE PRINT: ROGER W DILLARD

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: Aug. 17, 2011

BY:  for Linda M. Hodgdon,  
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: 8/18/11

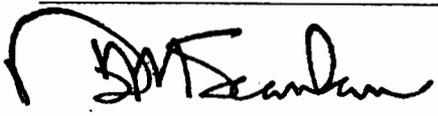
BY: 

SECRETARY OF STATE: This is to certify that the Governor and Council approved this agreement/amendment on

\_\_\_\_\_

DATED: SEP 14 2011

BY: \_\_\_\_\_  
Secretary of State



**DEPUTY SECRETARY OF STATE**