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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

VICKI V. QUIRAM
Commissioner
(603)-271-3201

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

Division of Public Works
Design and Construction
Project No. 80739R – Contract A

January 24, 2017

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

Retroactive

REQUESTED ACTION

Authorize the Division of Public Works Design and Construction to enter into a **retroactive** contract amendment (Contract 7001323-1) with Samyn D'elia Architects, PA (VC# 155730) Ashland, NH, for the New Hampshire Marine Patrol Headquarters Redesign, Gilford, NH, by increasing the base contract amount by \$21,695 from \$775,577 to \$797,272, which was originally approved by Governor and Council on June 4, 2015 item #16, and amended on February 10, 2016, item #68A. This amendment is upon Governor and Council approval effective for the period October 1, 2016 through February 28, 2017. This amendment has been approved by the Department of Safety. **100% Capital - Other Funds (Navigation Safety).**

Funding is available in account titled Department of Safety as follows:

02-23-23-230030-79850000 NH Marine Patrol

SFY17

034-500152 – Design/Study

\$21,695

EXPLANATION

This request is **retroactive** because the design changes needed to be completed quickly to keep the project on schedule and not result in any costly construction delays. Per Chapter 195:2, I, D Laws of 2013, as extended by Chapter 220:23, 94 for the New Hampshire

Marine Patrol, Gilford, New Hampshire. This amendment will provide funding for extra design work the architect was requested to complete. The design changes included: design of a boat storage building, changes to the fueling system, Data/IT room changes, added electrical services to the docks for water circulation in the winter, sewer pump, snow melt system, exterior lighting changes as well as for the compressor and classroom computer table layout for power and data.

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

Attached please find a copy of the tabulation of bids for this project along with the contract supplemental information sheet.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vicki V. Quiram". The signature is fluid and cursive, with the first name "Vicki" being more prominent.

Vicki V. Quiram
Commissioner

CONTRACT SUPPLEMENTAL INFORMATION SHEET

PROJECT: DPW Project No. 80739, Contract A – N. H. Marine Patrol Headquarters, Gilford, New Hampshire.

CONTRACT
AMENDMENT
DESCRIPTION:

A number of design changes arose during construction that caused the Consultant to ask for additional design funds. The changes included the design of a boat storage building, changes to the fueling system, data/IT room changes, added electrical services to the docks for water circulation in the winter, sewer pump, snow melt system and exterior lighting changes as well as for the compressor and classroom computer table layout for power and data.

Funds will be from remaining Construction contingency funding *and DPW fees excess*.

CONTRACT
AMENDMENT: **\$21,695.**



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OFFICE OF THE COMMISSIONER
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 Concord, New Hampshire 03301

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 Commissioner
 (603)-271-3201

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

Division of Public Works
 Design and Construction
 Project No. 80739R – Contract A

January 29, 2016

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

2/10/2016

RECEIVED

FEB 02 2016

Bureau of Public Works

REQUESTED ACTION

Authorize the Division of Public Works Design and Construction to enter into a contract amendment (Contract 7001323-1) with Samyn D'elia Architects, PA (VC# 155730) Ashland, NH, for the New Hampshire Marine Patrol Headquarters Redesign, Gilford, NH, by increasing the base contract amount by \$97,577 from \$678,000 to \$775,577, originally approved by Governor and Council on June 4, 2014, item #16. This amendment will be effective upon Governor and Council approval through September 30, 2016, unless extended in accordance with the contract terms. This amendment has been approved by the Department of Safety. **100% Capital - Other Funds (Navigation Safety).**

Funding is available in account titled Department of Safety as follows:

02-23-23-230030-79850000 NH Marine Patrol

SFY16

034-500152 – Design/Study

\$97,577

EXPLANATION

Per Chapter 195:2, I, D Laws of 2013, for the New Hampshire Marine Patrol, Gilford, NH. This contract is being amended for redesign because the Division of Public Works requested the Architectural/Engineering and the Construction Management teams to provide cost saving options to bring construction budget within the original Guaranteed Maximum Price.

The team re-evaluated the program and decided to reduce the building square footage by 6,887 square feet. Total building is now 27,635 square feet. The

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
January 29, 2016
Page 2 of 2

Architectural/Engineering team was directed to make these modifications into a new construction package for pricing. The Architectural/Engineering team provided a cost estimate for services and held to their original quote for this new work. This work was required to bring the project back into the original Guaranteed Maximum Price.

This project will replace the existing NH Marine Patrol facility at 31 Dock Road in Gilford with a new facility on the existing lot and an adjacent parcel purchased from a former marina. This location on Lake Winnepesaukee has been historically known as Glendale. The scope of work includes the construction of a new facility with on-site parking, which will include office space for Marine Patrol (sworn/civilian), secure booking area, storage facility, mechanics shop, ADA accessible boating education classrooms, boat registration, and administration functions.

The agreement has been approved by the Attorney General as to form and execution, and the Department of Safety 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 copy of the contract supplemental information sheet.

Respectfully submitted,

A handwritten signature in black ink, reading "Vicki V. Quiram". The signature is written in a cursive style with a large, stylized "V" at the beginning.

Vicki V. Quiram
Commissioner

CONTRACT SUPPLEMENTAL INFORMATION SHEET

PROJECT: DPW Project #80739R, Contract A – Marine Patrol Headquarters, Gilford, NH
(Samyn- D'Elia Architects, PA Contract Increase).

DESCRIPTION: This project will replace the existing NH Marine Patrol facility at 31 Dock Road in Gilford with a new facility on the existing lot and an adjacent parcel purchased from a former marina. This location on Lake Winnepesaukee has been historically known as Glendale. The scope of work includes the construction of a new facility with on-site parking, which will include office space for Marine Patrol (sworn/civilian); secure booking area, storage facility; mechanics shop, ADA accessible boating education classrooms; boat registration and administration functions.

EXPLANATION: The project was developed using the client's current program and to utilize the existing lakefront property. The project was developed from concept to schematic phase and into design development. Building plan layout and site plan changes were made early on to keep the project in line with the budget. A design development package was prepared for pricing from selected Construction Manager Company. The low bid (\$7,998,717) came within the budget, plans and specifications were developed with more information and details. As final construction document were complete and final pricing was confirmed, it was clear that the project's cost increased \$1,134,009.00 beyond the budget. After numerous meeting to review the project scope, program, design and current cost of raw material and labor, the team went through a Value Engineering review. The team reviewed over Fifty (50) VE Items; this was not enough to bring the project within the original budget. The design team was asked to reduce the size of the building and modify the site to bring the project back into the original budget.

A new building package was developed and the building footprint was reduced by 6,887 square feet. The CM provided a revised cost estimate for the project. The revised cost was \$7,978,193.00, which is below the original construction GMP at \$7,998,717.00

**A/E CONSULTANT
INCREASE**

EXPLANATION: \$97,576.25

BPW requested A/E and CM to provide cost saving options to bring construction budget within the original GMP. Extensive "value management" work commenced to reduce building square footage, eliminating/replacing equipment with less expensive options and modifying the building's interior and exterior finishes.

At that time, the team re-evaluated the program and decided to reduce the building square footage by 6,887 square feet. Total building is now 27,635 square feet. The A/E team was directed make these modifications into a new construction package for pricing. The A/E team provided cost estimate for services and held to their original quote for this new work. This work was required to bring the project back into the original GMP.

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

PROJECT NO. 80739R **ALTERATION ORDER NO.** 4
Contract A **APPROPRIATION ACCOUNT NO.** -0000
 CONTRACT NO. 7001323-1
DATE 1/29/2016 **CONTINGENCY NO.** 7001324-1
VENDOR NO. 155730B001

TO Samyn D'Elia Architects PA, PO Drawer 1259, Ashland, NH 03217

In Connection With Your Contract Dated 6/19/2014 For NH Marine Patrol Building., Gilford, N.H.

You are authorized to make the following changes in the Contract:

1 Increase Samyn D'Elia's contract for consultant redesign services.	\$97,576.25
2 Extend contract completion date from May 1, 2016 to September 30, 2016.	\$0.00
3 All other terms and conditions of the contract remain unchanged.	\$0.00
	<hr/> \$97,576.25

ACCEPTED BY: DATE: 1/29/14
Ward D'Elia
Samyn D'Elia Architects PA

APPROVED BY:
Th
Theodore Kupper, P.E.
Administrator
Division of Public Works Design &
Construction

CONTRACT EXTENSION AND INCREASE SIGNATURE PAGE:

SAMYN D'ELIA ARCHITECTS, P.A. ORIGINAL DATE: MAY 1, 2016.

SAMYN D'ELIA ARCHITECTS, P.A.:

DATED: 1/29/16

BY: Ward D'Elia
PRINT NAME: WARD D'ELIA
TITLE: President

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY:

DATED: 2/1/16

BY: Ken P. O'Brien
PRINT NAME: Kevin P. O'Brien
for COMMISSIONER
JPB

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATED: 2/1/16

BY: Vicki V. Quiram
VICKI V. QUIRAM,
Commissioner

ATTORNEY GENERAL:

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

DATED: 2/1/16

BY: AKW

SECRETARY OF STATE:

This is to certify that the Governor and Council approved this contract agreement/ amendment.

DATED: FEB 10 2016

BY: [Signature]
DEPUTY SECRETARY OF STATE

**SAMYN - D'ELIA
ARCHITECTS, P.A.**

P.O. Box 1259 • Ashland, NH 03217
(603) 968-7133 • FAX (603) 968-3057
info@sdarchitects.com www.sdarchitects.com

Invoice # 7568
Date 8/21/2015
Project # 80739R
Project Name NHMPHQ VE Redesign

Attn: Gary Brown, Contract Administrator
NH BPW Design & Construction
PO Box 483
Concord, NH 03302

Professional Services For: NH Marine Patrol HQ @ Gilford - VE Redesign

May 1, 2015 through July 31, 2015

Comments: See attached

Professional Personnel	Hours	Rate	Amount
Principals			
D'Elia, Ward	53.25	175.00	9,318.75
Staff			
Otte, John	166.50	130.00	21,645.00
Ritter, Mike	160.00	130.00	20,800.00
Administration	14.00	55.00	770.00
	393.75	Total Labor	<u>52,533.75</u>
Consultants			
Structural Engineer - Foley Buhl Roberts			13,000.00
Electrical Engineer - Charles P. Buckley, PE			12,000.00
Mechanical Engineer - Yeaton Associates			14,802.50
Civil Engineer - Vanasse Hangen Brustlin, Inc.			<u>5,240.00</u>
	Total Consultants		<u>\$ 45,042.50</u>
	Total This Invoice		<u><u>\$ 97,576.25</u></u>

CERTIFICATE OF CORPORATE VOTE

SAMYN AND D'ELIA ARCHITECTS, P.A.

I, John J. McCormack, Secretary of Samyn and D'Elia Architects, P.A. (the "Corporation"), do hereby certify:

1. That I maintain and have custody of and am familiar with the seal and minute book of the Corporation and am authorized to issue certificates with respect thereto;
2. That the Corporation is organized and existing under the laws of the State of New Hampshire, with a principal place of business in the Town of Ashland, County of Grafton and State of New Hampshire, and was incorporated with the Secretary of State for the State of New Hampshire on October 31, 1983;
3. That the following is a true and complete copy of the resolution adopted by the Board of Directors of the corporation at a meeting of that Board held on January 29, 2016, which meeting was held in accordance with the laws of the State of New Hampshire and the Bylaws of the Corporation and at which meeting a quorum was present and voting throughout, the following vote was passed:

On motion duly made and seconded, it was unanimously:

"VOTED: That the Corporation be authorized to enter into and execute a certain "Contract Extension and Increase" relative to Project No. 80739R regarding the increased Corporation's consultant and redesign services fees with respect to the Alteration Order to Contract Amendment to be in the amount of \$97,576.25, and that Ward C. D'Elia as President or Tom C. Samyn as Treasurer are each or either authorized and empowered on behalf of the Corporation to execute such contracts, agreements, affidavits and any other documents, instruments or forms as may be required, upon such terms and conditions, as the said Ward C. D'Elia as such President or Tom C. Samyn as such Treasurer shall, in their sole discretion, determine to be in the best interests of the Corporation, to effectuate the intentions of the within resolution;

CERTIFICATE OF CORPORATE VOTE

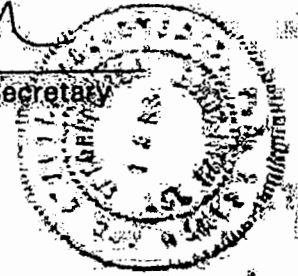
Page 2

4. That as of the date hereof, Ward C. D'Elia is the President, Tom C. Samyn is the Treasurer, and John J. McCormack is the Secretary of the Corporation, and the above vote has not been amended, altered or revoked.

Dated: January 29, 2016.



John J. McCormack, Secretary



J:\JANE-THINK\WORK\41\CORP\CERT\Samyn DM 2016.wpdl



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2016

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).

PRODUCER

Poulos Insurance, Inc., a subsidiary of
NFP P&C Services, Inc.

PO Box 370

Plymouth NH 03264

INSURED

Samyn - D'elia Architects Pa

20 Main Street

Po Box 1259

Ashland NH 03217

CONTACT NAME: ASHLAND, POULOS**PHONE** (AAC No. Ext): (603) 536-2100**FAX** (AAC No.): (603) 536-5018**E-MAIL****ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Liberty Mutual Insurance Co

24198

INSURER B: VOS - CNA Insurance Co**INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** CL1612937416**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	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BOP8266409	5/5/2015	5/5/2016	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9031131	5/5/2015	5/5/2016	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability			ASH004315163	11/16/2015	11/16/2016	Claims Made \$2,000,000 Deductible \$10,000

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

Architects Project #80739R-B

CERTIFICATE HOLDER

(603) 271-3515

State of New Hampshire
Bureau of Public Works Design & Construct
Michelle L Juliano
PO Box 483
7 Hazen Drive
Concord, NH 03302-0483

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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INS025 (2010/05) 01

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ADDITIONAL COVERAGES

Ref #	Description Non-owned	Coverage Code NOWND	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$45.00	
Ref #	Description Hired/borrowed	Coverage Code HRDBD	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$31.00	
Ref #	Description Managed Care Option	Coverage Code MCARE	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$18.00	
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$185.00	
Ref #	Description Additional Prem to Equal Inc Limits	Coverage Code AILMP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$57.00	
Ref #	Description Schedule Mod Factor 1	Coverage Code SCH01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2016

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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).

PRODUCER

Poulos Insurance, Inc., a subsidiary of
NFP P&C Services, Inc.
PO Box 370
Plymouth NH 03264

CONTACT NAME: ASHLAND, POULOS**PHONE** (A/C No. Ext): (603) 536-2100**FAX** (A/C No.): (603) 536-5018**E-MAIL****ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Progressive Northern Ins Co

38628

INSURED

WARD DELIA
PO BOX 50

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****HOLDERNESS**

NH 03245

COVERAGES**CERTIFICATE NUMBER:** CL1612937417**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
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC <input type="checkbox"/>					
A	AUTOMOBILE LIABILITY		66486813	9/29/2015	3/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$ 250,000
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$ 500,000
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$ 100,000
	<input type="checkbox"/> SCHEDULED AUTOS					MC1 \$
	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Architects Project #80739R-B

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
Bureau of Public Works Design & Construct
Michelle L Juliano, PE
PO Box 483
7 Hazen Drive
Concord, NH 03302-0483

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

ACORD 25 (2010/05)

INS025 (201005).01

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
1	2001,FORD,F350,1FTSF31S91EC59387	UM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$250,000	\$500,000			
				Premium \$12.00

Ref #	Description	Coverage Code	Form No.	Edition Date
1	2001,FORD,F350,1FTSF31S91EC59387	NP4		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
1	2001,FORD,F350,1FTSF31S91EC59387	MC1		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
1	2001,FORD,F350,1FTSF31S91EC59387	BI		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$250,000	\$500,000			
				Premium \$112.00

Ref #	Description	Coverage Code	Form No.	Edition Date
1	2001,FORD,F350,1FTSF31S91EC59387	MEDPM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$5,000				
				Premium \$10.00

Ref #	Description	Coverage Code	Form No.	Edition Date
1	2001,FORD,F350,1FTSF31S91EC59387	PD		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$100,000				
				Premium \$114.00

Ref #	Description	Coverage Code	Form No.	Edition Date
1	2001,FORD,F350,1FTSF31S91EC59387	HON		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
1	2001,FORD,F350,1FTSF31S91EC59387	ACCT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
2	2010,VOLVO,XC70,YV4960BZ9A1082224	UM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$250,000	\$500,000			
				Premium \$15.00

Ref #	Description	Coverage Code	Form No.	Edition Date
2	2010,VOLVO,XC70,YV4960BZ9A1082224	HON		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
2	2010,VOLVO,XC70,YV4960BZ9A1082224	MEDPM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$5,000				
				Premium \$12.00

OFADTLCV
Copyright 2001, AMS Services, Inc.

SAMN D'ELIA ARCHITECTS, PA

CONTRACT AMENDMENT

DPW PROJECT #80739R CONTRACT A

G&C 2/10/16 ITEM # 68A

CONTRACT EXTENSION AND INCREASE SIGNATURE PAGE:

SAMYN D'ELIA ARCHITECTS, P.A. ORIGINAL DATE: MAY 1, 2016.

SAMYN D'ELIA ARCHITECTS, P.A.:

DATED: 1/29/16

BY: Ward D'Elia
PRINT NAME: WARD D'ELIA
TITLE: President

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY:

DATED: 2/1/16

BY: Ken P. O'Brien
PRINT NAME: Kevin P. O'Brien
COMMISSIONER
JPB

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATED: 2/1/16

BY: Vicki V. Quiram
VICKI V. QUIRAM,
Commissioner

ATTORNEY GENERAL:

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

DATED: 2/1/16

BY: MRW

SECRETARY OF STATE:

This is to certify that the Governor and Council approved this contract agreement/ amendment.

DATED: FEB 10 2016

BY: [Signature]
DEPUTY SECRETARY OF STATE

SAMYN • D'ELIA
ARCHITECTS, P.A.

P.O. Box 1259 • Ashland, NH 03217
(603) 968-7133 • FAX (603) 968-3057
info@sdarchitects.com www.sdarchitects.com

Invoice # 7568
Date 8/21/2015
Project # 80739R
Project Name NHMPHQ VE Redesign

Attn: Gary Brown, Contract Administrator
NH BPW Design & Construction
PO Box 483
Concord, NH 03302

Professional Services For: NH Marine Patrol HQ @ Gilford - VE Redesign

May 1, 2015 through July 31, 2015

Comments: See attached

Professional Personnel	Hours	Rate	Amount
Principals			
D'Elia, Ward	53.25	175.00	9,318.75
Staff			
Otte, John	166.50	130.00	21,645.00
Ritter, Mike	160.00	130.00	20,800.00
Administration	14.00	55.00	770.00
	393.75	Total Labor	<u>52,533.75</u>

Consultants

Structural Engineer - Foley Buhl Roberts	13,000.00
Electrical Engineer - Charles P. Buckley, PE	12,000.00
Mechanical Engineer - Yeaton Associates	14,802.50
Civil Engineer - Vanasse Hangen Brustlin, Inc.	<u>5,240.00</u>

Total Consultants **\$ 45,042.50**

Total This Invoice **\$ 97,576.25**

**SAMYN - D'ELIA
ARCHITECTS, P.A.**

P.O. Box 1259 • Ashland, NH 03217
(603) 968-7133 • FAX (603) 968-3057
info@sdarchitects.com www.sdarchitects.com

Gilford Marine Patrol Redesign – Architectural Tasks

- Consult with Marine Patrol personnel and provided conceptual layout of revised building and site design to ascertain areas to shrink building to save the most on construction costs with least impact on building program or building quality
 - Attend meetings on preliminary revised layout to ensure that proposed plan is approved by the Marine personnel and that BPW accepts the changes
 - Collaborate with Harvey Construction on various building systems changes that meet the design criteria but will be less costly
 - Coordinate revisions with in-house staff to make approved changes; coordinate drawings with structural, mechanical, plumbing, electrical and civil engineers
 - Revise finishes selection to reduce cost
 - Coordinate electrical power supply revised route to building with Gary Brown (BPW), electrical and civil engineers, also Eversource at site meetings and via phone calls and emails
 - Revise specifications according to changes to building design and systems
 - Attend budget review meetings with State personnel (BPW, Marine Patrol, Dept. of Safety) to revise project according to budget constraints via the "Value Engineering" lists
 - Respond to Harvey Construction's Requests For Information on revisions to design
-
- Provided redesigned floor plans and elevations for review
 - Code review with Code consultant
 - Revised construction documents for final issue
 - Coordination of drawings with engineers (.dwg files)
 - Correspondence with the contractor/Harvey Construction
 - Review meetings with BPW; correspondence with BPW
 - Correspondence with MP – Tim and Crystal – email and print drawings by mail
 - File management-collect drawings and send out via email and Citrix ShareFile
 - Review product changes suggested by Harvey Construction
 - Provide drawing packages for meetings and as requested by BPW
 - Respond to Harvey Construction's Requests For Information

CERTIFICATE OF CORPORATE VOTE

SAMYN AND D'ELIA ARCHITECTS, P.A.

I, John J. McCormack, Secretary of **Samyn and D'Elia Architects, P.A.** (the "**Corporation**"), do hereby certify:

1. That I maintain and have custody of and am familiar with the seal and minute book of the Corporation and am authorized to issue certificates with respect thereto;
2. That the Corporation is organized and existing under the laws of the State of New Hampshire, with a principal place of business in the Town of Ashland, County of Grafton and State of New Hampshire, and was incorporated with the Secretary of State for the State of New Hampshire on October 31, 1983;
3. That the following is a true and complete copy of the resolution adopted by the Board of Directors of the corporation at a meeting of that Board held on **January 29, 2016**, which meeting was held in accordance with the laws of the State of New Hampshire and the Bylaws of the Corporation and at which meeting a quorum was present and voting throughout, the following vote was passed:

On motion duly made and seconded, it was unanimously:

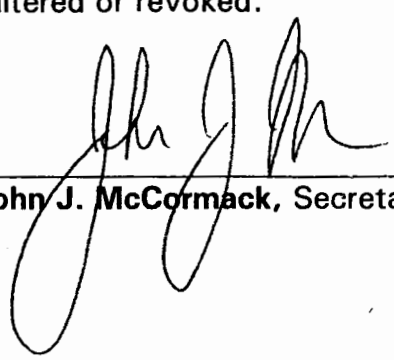
"VOTED: That the Corporation be authorized to enter into and execute a certain "Contract Extension and Increase" relative to Project No. 80739R regarding the increased Corporation's consultant and redesign services fees with respect to the Alteration Order to Contract Amendment to be in the amount of \$97,576.25, and that **Ward C. D'Elia as President or Tom C. Samyn as Treasurer** are each or either authorized and empowered on behalf of the Corporation to execute such contracts, agreements, affidavits and any other documents, instruments or forms as may be required, upon such terms and conditions, as the said Ward C. D'Elia as such President or Tom C. Samyn as such Treasurer shall, in their sole discretion, determine to be in the best interests of the Corporation, to effectuate the intentions of the within resolution;

CERTIFICATE OF CORPORATE VOTE

Page 2

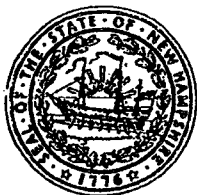
4. That as of the date hereof, Ward C. D'Elia is the President, Tom C. Samyn is the Treasurer, and John J McCormack is the Secretary of the Corporation, and the above vote has not been amended, altered or revoked.

Dated: January 29, 2016.



John J. McCormack, Secretary

J:\JANE-THINK\wpdocs\CORP\CERT\SamynDelia2016.wpd



LINDA M. HODGDON
Commissioner
(603) 271-3201

State of New Hampshire

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

BPW

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

Bureau of Public Works
Design and Construction
Project No. 80739R – Contract B

May 6, 2014

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

6/4/2014

REQUESTED ACTION

1). Authorize the Department of Administrative Services to enter into an agreement with Samyn D'Elia Architects, P.A. (Vendor No. 155730) Concord, N. H., for a total price not to exceed \$678,000 for Professional Services for the N. H. Marine Patrol Headquarters, Gilford. The contract is effective upon Governor and Council approval through May 1, 2016. **100% Capital – Other Funds (Navigation Safety).**

2). Further authorize that a contingency in the amount of \$50,500 be approved for unanticipated site survey, Geo-Technical services, Structural Engineering and design of new fuel storage/pumping system for the N. H. Marine Patrol Headquarters., bringing the total to \$728,500. **100% Capital – Other Funds (Navigation Safety).**

3). Further authorize that an amount of \$19,100 be approved for payment to the Department of Administrative Services, Bureau of Public Works Design and Construction (Vendor Code 177875) for engineering services provided, bringing the total to \$747,600. **100% Capital – Other Funds (Navigation Safety).**

Funding is available in account titled Department of Safety as follows:

02-23-23-230030-79850000 NH Marine Patrol	<u>SFY14</u>
034-500152 – Design/Study	\$678,000
034-500152 – Contingency	50,500
034-500152 – BPW Fees - Interagency	<u>\$ 19,100</u>
Grand total	\$747,600

EXPLANATION

Per Chapter 195:2, I, D Laws of 2013, this project will include Civil Engineering, Architectural, Structural, Plumbing, Fire Protection, HVAC and Electrical Engineering design services for approximately 26,000 gross square foot proposed building. Services will include providing planning, design, documentation, CM bidding/negotiation and construction administrative services for the new Marine Patrol Headquarters for the Department of Safety.

In December 2013, the Bureau of Public Works Design & Construction solicited Registered Architects and Engineers, by public announcement in the State, for interest in providing consultant services for Construction of the N. H. Marine Patrol Headquarters.

Sixteen (16) consultant firms submitted letters of interest and were considered for this assignment. These consultant firms were rated on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. Ultimately a short list of four (4) firms was developed.

Interviews were held with the following four (4) Consultant firms on February 19, 2014.

CMK Architects
Manchester, NH

The Architects
Manchester, NH

Smith, Alvarez, Sienkiewicz,
Architects
Burlington, VT

Samyn – D'Elia Architects, PA
Ashland, NH

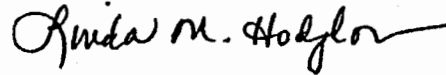
Based on their technical proposal, presentation and experience on projects of a similar nature, the firm of Samyn D'Elia Architects, PA. was chosen as best qualified for the project. The Consultant Selection Committee included representatives from the Department of Safety and the Bureau of Public Works Design and Construction. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 6, 2014
Page 3 of 3

The agreement has been approved by the Attorney General as to form and execution; and the Department of Safety 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.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon
Commissioner

CONTRACT SUPPLEMENTAL INFORMATION SHEET

PROJECT: BPW Project No. 80739, Contract A – N. H. Marine Patrol Headquarters, Gilford.

DESCRIPTION: This project is to replace the existing Marine Patrol Headquarters building in Gilford NH. The existing facility provides office space, secure booking area, a dock for Marine Patrol vessels, storage facility, mechanic's shop, ADA accessible boating education classrooms, boat registration and administration functions. BPW will use an existing site and building analysis already completed to provide a 26,000 S.F. building and develop on-site parking. The life expectancy for this project is 50 years.

CONSTRUCTION

ESTIMATE: \$ 9,379,313.00 Total available funds

Interview/Selection date: 21 Feb. 2014

COMMITTEE PROPOSAL RATING FOR
NAME OF PROJECT/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
CMK Architects							94.0
Michelle Juliano BPW	4	4	4	4	4	20	
Gary Brown BPW	5	3	1	3	2	14	
apt. Mark Armaganian DOS	5	3	4	5	4	21	
Capt. Tim Dunleavy DOS	5	3	4	4	4	20	
Sgt. Crystal McLain DOS	5	4	3	4	3	19	
Dennis Mires							89.5
Michelle Juliano BPW	4	3.5	4	4	4	19.5	
Gary Brown BPW	3	5	3	5	3	19	
apt. Mark Armaganian DOS	2	2	3	5	4	16	
Capt. Tim Dunleavy DOS	4	3	4	4	4	19	
Sgt. Crystal McLain DOS	3	4	3	4	2	16	
Samyn- D'Elia							110.0
Michelle Juliano BPW	4.5	4.5	4	4.5	4.5	22	
Gary Brown BPW	5	3	3	4	3	18	
apt. Mark Armaganian DOS	5	5	5	5	5	25	
Capt. Tim Dunleavy DOS	5	4	4	5	4	22	
Sgt. Crystal McLain DOS	5	4	4	5	5	23	
Smith Alvarez							97.0
Michelle Juliano BPW	4	4	3.5	4.5	4	20	
Gary Brown BPW	3	3	3	3	4	16	
apt. Mark Armaganian DOS	5	4	5	4	5	23	
Capt. Tim Dunleavy DOS	5	3	4	4	4	20	
Sgt. Crystal McLain DOS	3	4	3	5	3	18	

← Highest Rating

Explanation of Consultant Selection Committee – Marine Patrol Headquarters, Gilford.

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 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 Project Manager, for the specific work the consultant is being hired for, brings additional expertise concerning the capabilities of various consultants. His years of project management experience and experience provide the more detailed perspective about the various consultants' strengths or weaknesses and how they would fit with the project needs.

Captain Mark Armaganian, of the Department of Safety has spent his entire career working with the State Police at various duties. He presently oversees State Police Field Operations for Troop D, Troop G, Marine Patrol, State Security, and State Hospital Campus Police. He is uniquely qualified to provide vision and direction regarding the design approach, operational aspects of this project, based on extensive experience with numerous Enforcement Units.

Captain Tim Dunleavy, of the Department of Safety has spent 25 years working at the Marine Police Headquarters. His duties include: Education/ Training Officer, Boat Safety Training Prosecutor, Purchaser, and Law Enforcement Supervisor for NH's Seacoast. He is uniquely qualified to provide vision and direction regarding his experience in staff and public training, knowledge of the site, and operations of the facility and requirements.

Sergeant Crystal McLain, of the Department of Safety has spent 14 years working at the Marine Police Headquarters. She provided detailed knowledge of the day to day operations of the facility.

BPW Assist. Administrator - PM5
BPW Project Manager - PM3

Michelle Juliano- 25 years State service
Gary Brown - 2 years State Service/34 years
private sector

Department of Safety:

Cpt. Mark Armaganian

Troop D, Troop G, Marine Patrol, State House
Security, State Hospital Campus

Cpt. Tim Dunleavy -
Sgt. Crystal McLain -

Patrol Officer Supervisor - 25 years State Service
Patrol Officer at Marine Patrol Headquarters-
14 years State Service



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

**AGREEMENT
FOR
NH MARINE PATROL BUILDING
GILFORD, NEW HAMPSHIRE
BUREAU OF PUBLIC WORKS DESIGN & CONSTRUCTION'S PROJECT NUMBER
80739R
CONTRACT A**

**SAMYN - D'ELIA ARCHITECTS
PO BOX 1259
ASHLAND, N. H. 03217**

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated March 17, 2014 from SAMYN – D'ELIA ARCHITECTS, PA, 12 pages, including cover letter.
2. Exhibit 'B': SAMYN–D'ELIA ARCHITECTS, PA Wage Rates, 1 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program dated March 17, 2014 from SAMYN – D'ELIA ARCHITECTS, PA, 1 pages.

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

DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PUBLIC WORKS DESIGN & CONSTRUCTION

PROJECT NUMBER 80739R, CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 2nd day of May in the year 2014 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the COMMISSIONER OF THE DEPARTMENT OF SAFETY- MARINE PATROL, hereinafter referred to as the USING AGENCY, and 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 SAMYN - D'ELIA ARCHITECTS PA, P.O.BOX 1259, ASHLAND, N. H, 03217 (Vendor Number 155730), hereinafter referred to as the CONSULTANT, witnesses that:.

WHEREAS, the 2013 Regular Session of the General Court of the STATE appropriated funds for the design and construction of the NH Marine Patrol Headquarters, Gilford, NH, CHAPTER 195:2, I, D, Laws of 2013.

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, as an independent contractor and not as a STATE agent or employee, to perform the professional services required for the planning, design, and construction of the project including but not limited to feasibility studies, programming, site and building assessments and inspections, construction documents, computerized building simulation, life cycle costing, and on-site observation, as required for the project, in accordance with Exhibits 'A', 'B' , and 'C' and the following terms and conditions for payment of a lump sum fee, not-to-exceed Six Hundred and Seventy-Eight Thousand Dollars and zero Cents (\$678,000.00).

THE PROFESSIONAL STUDY SHALL CONSIST OF THE FOLLOWING:

Design services for the State of New Hampshire Marine Patrol Building located in Gilford, NH. Scope of services to be provides by SAMYN – D'ELIA ARCHITECTS, is summarized below, however the entire scope of services for this agreement is outline in SAMYN – D'ELIA ARCHITECTS's Proposal dated March 17,2014.

-
1. Assessment of Existing Facilities and Geotechnical Engineering Study performed by CMK Architects of Manchester NH. BPW Contract No. 80537 Contract A . Dated February 24, 2011.
-

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 the CONSULTANT'S additional services in making major revisions in drawings, specifications, and other documents when such revisions in the Construction Documents Phase and/or the Construction Phase are required and are inconsistent with written approval or instructions previously given, and are due to causes beyond the control of the CONSULTANT, as approved by the DEPARTMENT, compensation shall be based on wage rates provided in Exhibit 'B'.
- .4 Employees not listed on Exhibit 'B' shall be compensated at a multiple of two and one quarter (2.25) times the employee's Direct Personnel Expense.
- .5 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.
- .6 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.
- .7 All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total agreed upon not-to-exceed lump sum fee amount. All Sub-consultant costs may also be subject to audit by the STATE and Federal Governments.

PART 2 ASBESTOS:

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

PART 3 DESIGN GUIDELINES:

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

PART 4 CONSULTANT'S BASIC SERVICES:

- .1 The CONSULTANT'S basic services shall consist of the five phases described below or any combination thereof.
 - A. **SCHEMATIC DESIGN PHASE:** The CONSULTANT shall consult with the DEPARTMENT through the 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 authorization to proceed to the next phase 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 authorized Schematic Design Studies, the Design

Development Documents, consisting of drawings and other documents to fix and describe the size and character of the entire project including architectural, structural, mechanical, electrical, site development and utilities, materials and methods, as required, together with a more detailed estimate of construction costs, submitting three (3) copies of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the Bureau of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. The CONSULTANT and representatives of each of the consultant engineering disciplines required for the project shall present the Design Development Documents at a review meeting with the 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 authorized Design Development Documents, working drawings and specifications, setting forth in detail the requirements for the construction of the entire project, in cooperation with the requirements of the Project Architect/Engineer of the 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, including Executive Orders 2004-7 and 2005-4, and State of NH "High Performance Design Standard" regarding energy efficiency of State Government, in effect as of the date of the advertising of the project.
2. The CONSULTANT hereby agrees that the construction documents shall be produced in 1/8-inch scale or larger, measuring 24 inches by 36 inches with a 1/2-inch border and a

binding border of 1-1/2 inches, unless larger sheets are approved by the DEPARTMENT.

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

- D. **CONSTRUCTION ADMINISTRATION PHASE:** Generally, the CONSULTANT shall function as an advisor to the Bureau of PUBLIC WORKS DESIGN & CONSTRUCTION'S Project Architect/Engineer. The CONSULTANT shall, at all times, have access to the work and shall make weekly visits to the site to familiarize itself generally with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Contract documents, and shall require its sub-consultants to visit the site upon its request to inspect the work in progress. The CONSULTANT shall, to the best of its ability, notify the DEPARTMENT as to defects and deficiencies in the work of the Contractor. The DEPARTMENT reserves the right to require the CONSULTANT to make visits to the site, more frequently or less frequently than weekly, as ordered by Project Architect/Engineer of the 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 record and distribute minutes of all project meetings and shall advise the Bureau's Project Architect/Engineer relative to construction disputes.
5. The CONSULTANT shall also issue Architect's Supplemental Instructions, as required, to clarify and interpret the Contract Documents and submit finish color selections for USING AGENCY'S approval.
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8. The CONSULTANT shall assist in the preparation of the Substantial Completion Certificates, compiling punch lists of work in need of correction.

PART 5 DATE OF COMPLETION:

- .1 The CONSULTANT hereby agrees to process the services required by this AGREEMENT expeditiously to the completion of the Construction Documents Phase of the assigned project and to deliver these documents to the DEPARTMENT on or before May 1, 2016.

PART 6 THE DEPARTMENT'S RESPONSIBILITIES:

- .1 The DEPARTMENT will provide the CONSULTANT with all pertinent information, to a reasonable extent, regarding the DEPARTMENT'S and the USING AGENCY'S requirements for the project.
- .2 The DEPARTMENT will review project documents for consistency with DEPARTMENT standards. The DEPARTMENT'S review is to ensure project requirements are met, there are no negative impacts to USING AGENCY operations, and the design is in the STATE'S best interest. The DEPARTMENT'S review shall not be considered part of the CONSULTANT'S QA/QC program.
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- .6 The DEPARTMENT may extend the completion date stipulated in this AGREEMENT when satisfactory evidence is presented by the CONSULTANT that such extension is warranted.

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- .1 The DEPARTMENT may at any time, and for any cause, including, but not limited to, the failure of appropriation of funds for these purposes, after the execution of this AGREEMENT, abandon or suspend for an indefinite time the prosecution of the work required by this AGREEMENT or any part thereof. Upon notification in writing of such abandonment or suspension, this AGREEMENT shall be terminated or modified as the case may require. In such event, the CONSULTANT shall, in addition to any installment or fee payable

prior to such abandonment or suspension, be entitled to fair compensation for any uncompensated work in progress, satisfactorily performed prior to such abandonment or suspension, and all documents finished or unfinished shall become the property of the STATE as official records and documents of public concern and information.

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

PART 8 EXTENT OF AGREEMENT:

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

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- .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.

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- .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.
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- .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.

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- .1 It is agreed that, in accordance with Chapter 281 of the Revised Statutes Annotated, as amended, the CONSULTANT shall purchase and keep in effect for the life of the AGREEMENT, workers' compensation insurance, and require its sub-consultants to do likewise. The CONSULTANT shall furnish the DEPARTMENT with certificates showing that this insurance has been purchased.
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- .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.

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- .1 All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT and, when completed, shall bear the CONSULTANT'S

endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document that shall have been collected, prepared or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT. Reuse of any of these documents by the STATE, without written permission of the CONSULTANT, shall be at the STATE'S risk.

SAMYN - DELIA ARCHITECTS, P. A.:

DATED: 5/2/14

BY: Ward D'Elia

WARD D'ELIA
(PLEASE PRINT)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 5/7/14

BY: Linda M. Hodgdon
Linda M. Hodgdon
Commissioner

DEPARTMENT OF SAFETY:

DATED: 5/6/14

BY: John Barthelmes
John Barthelmes,
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: 5/15/14

BY: John S. Conforti
John S. Conforti

SECRETARY OF STATE:

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

JUN 04 2014

DATED: JUN 04 2014

BY: Deputy Secretary of State
DEPUTY SECRETARY OF STATE

SAMYN D'ELIA ARCHITECTS, PA
DPW PROJECT #80739R CONTRACT A
G&C 6/4/14 ITEM # 16



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

AGREEMENT
FOR
NH MARINE PATROL BUILDING
GILFORD, NEW HAMPSHIRE
BUREAU OF PUBLIC WORKS DESIGN & CONSTRUCTION'S PROJECT NUMBER
80739R
CONTRACT A

SAMYN - D'ELIA ARCHITECTS
PO BOX 1259
ASHLAND, N. H. 03217

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated March 17, 2014 from SAMYN – D'ELIA ARCHITECTS, PA, 12 pages, including cover letter.
2. Exhibit 'B': SAMYN–D'ELIA ARCHITECTS, PA Wage Rates, 1 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program dated March 17, 2014 from SAMYN – D'ELIA ARCHITECTS, PA, 1 pages.

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

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

PROJECT NUMBER 80739R, CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 2nd day of May in the year 2014 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the COMMISSIONER OF THE DEPARTMENT OF SAFETY- MARINE PATROL, hereinafter referred to as the USING AGENCY, and 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 SAMYN - D'ELIA ARCHITECTS PA, P.O.BOX 1259, ASHLAND, N. H, 03217 (Vendor Number 155730), hereinafter referred to as the CONSULTANT, witnesses that:.

WHEREAS, the 2013 Regular Session of the General Court of the STATE appropriated funds for the design and construction of the NH Marine Patrol Headquarters, Gilford, NH, CHAPTER 195:2, I, D, Laws of 2013.

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, as an independent contractor and not as a STATE agent or employee, to perform the professional services required for the planning, design, and construction of the project including but not limited to feasibility studies, programming, site and building assessments and inspections, construction documents, computerized building simulation, life cycle costing, and on-site observation, as required for the project, in accordance with Exhibits 'A', 'B', and 'C' and the following terms and conditions for payment of a lump sum fee, not-to-exceed Six Hundred and Seventy-Eight Thousand Dollars and zero Cents (\$678,000.00).

THE PROFESSIONAL STUDY SHALL CONSIST OF THE FOLLOWING:

Design services for the State of New Hampshire Marine Patrol Building located in Gilford, NH. Scope of services to be provided by SAMYN - D'ELIA ARCHITECTS, is summarized below, however the entire scope of services for this agreement is outline in SAMYN - D'ELIA ARCHITECTS's Proposal dated March 17,2014.

-
1. Assessment of Existing Facilities and Geotechnical Engineering Study performed by CMK Architects of Manchester NH. BPW Contract No. 80537 Contract A . Dated February 24, 2011.
-

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 the CONSULTANT'S additional services in making major revisions in drawings, specifications, and other documents when such revisions in the Construction Documents Phase and/or the Construction Phase are required and are inconsistent with written approval or instructions previously given, and are due to causes beyond the control of the CONSULTANT, as approved by the DEPARTMENT, compensation shall be based on wage rates provided in Exhibit 'B'.
- .4 Employees not listed on Exhibit 'B' shall be compensated at a multiple of two and one quarter (2.25) times the employee's Direct Personnel Expense.
- .5 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.
- .6 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.
- .7 All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total agreed upon not-to-exceed lump sum fee amount. All Sub-consultant costs may also be subject to audit by the STATE and Federal Governments.

PART 2 ASBESTOS:

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

PART 3 DESIGN GUIDELINES:

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

PART 4 CONSULTANT'S BASIC SERVICES:

- .1 The CONSULTANT'S basic services shall consist of the five phases described below or any combination thereof.
 - A. **SCHEMATIC DESIGN PHASE:** The CONSULTANT shall consult with the DEPARTMENT through the 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 authorization to proceed to the next phase 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 authorized Schematic Design Studies, the Design

Development Documents, consisting of drawings and other documents to fix and describe the size and character of the entire project including architectural, structural, mechanical, electrical, site development and utilities, materials and methods, as required, together with a more detailed estimate of construction costs, submitting three (3) copies of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the Bureau of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. The CONSULTANT and representatives of each of the consultant engineering disciplines required for the project shall present the Design Development Documents at a review meeting with the 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 authorized Design Development Documents, working drawings and specifications, setting forth in detail the requirements for the construction of the entire project, in cooperation with the requirements of the Project Architect/Engineer of the 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, including Executive Orders 2004-7 and 2005-4, and State of NH "High Performance Design Standard" regarding energy efficiency of State Government, in effect as of the date of the advertising of the project.
 2. The CONSULTANT hereby agrees that the construction documents shall be produced in 1/8-inch scale or larger, measuring 24 inches by 36 inches with a 1/2-inch border and a

binding border of 1-1/2 inches, unless larger sheets are approved by the DEPARTMENT.

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

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

DATED: 5/2/14

BY: Ward Delia

WARD DELIA

(PLEASE PRINT)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 5/7/14

BY: Linda M. Hodgdon
Linda M. Hodgdon
Commissioner

DEPARTMENT OF SAFETY:

DATED: 5/6/14

BY: John Barthelmes
John Barthelmes,
Commissioner

ATTORNEY GENERAL.

This is to certify that the above Agreement has
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DATED: 5/15/14

BY: John J. Conforti
John J. Conforti

SECRETARY OF STATE:

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

JUN 04 2014

DATED: JUN 04 2014

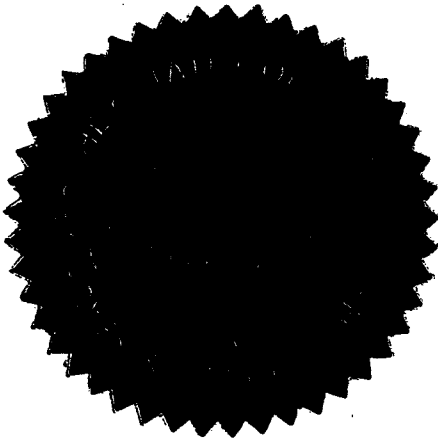
BY: Deputy Secretary of State
DEPUTY SECRETARY OF STATE

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 SAMYN AND D'ELIA, ARCHITECTS, P.A. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 31, 1983. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF CORPORATE VOTE

SAMYN AND D'ELIA ARCHITECTS, P.A.

I, John J. McCormack, Secretary of **Samyn and D'Elia Architects, P.A.** (the "**Corporation**"), do hereby certify:

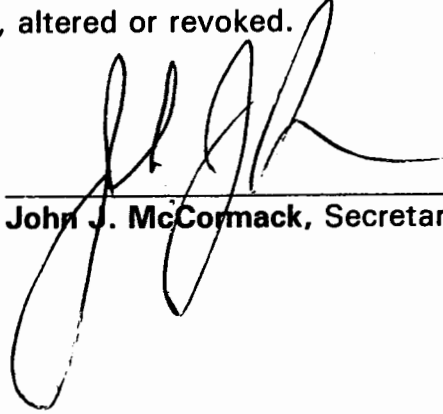
1. That I maintain and have custody of and am familiar with the seal and minute book of the Corporation and am authorized to issue certificates with respect thereto;
2. That the Corporation is organized and existing under the laws of the State of New Hampshire, with a principal place of business in the Town of Ashland, County of Grafton and State of New Hampshire, and was incorporated with the Secretary of State for the State of New Hampshire on October 31, 1983;
3. That the following is a true and complete copy of the resolution adopted by the Board of Directors of the corporation at a meeting of that Board held on February 27, 2014, which meeting was held in accordance with the laws of the State of New Hampshire and the Bylaws of the Corporation and at which meeting a quorum was present and voting throughout, the following vote was passed:

On motion duly made and seconded, it was unanimously:

"VOTED: That the Corporation provide architectural and engineering services for the State of New Hampshire Marine Patrol Headquarters in Gilford, New Hampshire, including, but not limited to, providing schematic designs, design development, construction documents, bidding, and construction administration and that **Ward C. D'Elia as President or Tom C. Samyn as Treasurer** are authorized and empowered on behalf of the Corporation to execute such contracts, agreements, affidavits and any other documents, instruments or forms as may be required, upon such terms and conditions, as the said Ward C. D'Elia as such President or Tom C. Samyn as such Treasurer shall, in their sole discretion, determine to be in the best interests of the Corporation, to effectuate the intentions of the within resolution;

4. That as of the date hereof, Ward C. D'Elia is the President, Tom C. Samyn is the Treasurer, and John J McCormack is the Secretary of the Corporation, and the above vote has not been amended, altered or revoked.

Dated: May 13, 2014



John J. McCormack, Secretary

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