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PL30211E nr B:14 OF:3



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 29, 2016

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

**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 | <u>SFY16</u> |
| 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

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,



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 documents 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 meetings 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.

**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:

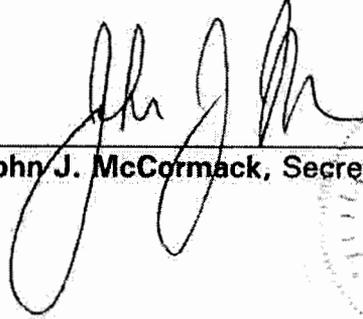
1. That I maintain and have custody of and am familiar with the seal and minute book of the Corporation and am authorized to issue certificates with respect thereto;
2. That the Corporation is organized and existing under the laws of the State of New Hampshire, with a principal place of business in the 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:

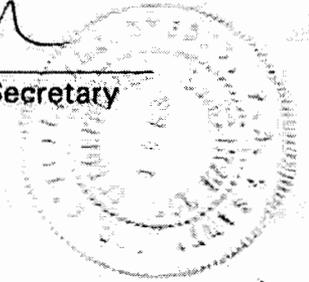
On motion duly made and seconded, it was unanimously:

**"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;

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



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# 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).

|   |  |                                      |
|---|--|--------------------------------------|
| <b>PRODUCER</b><br>Poulos Insurance, Inc., a subsidiary of<br>NFP P&C Services, Inc.<br>PO Box 370<br>Plymouth NH 03264 | <b>CONTACT NAME:</b> ASHLAND, POULOS       |                                      |
|   | <b>PHONE (A/C No. Ext):</b> (603) 536-2100 | <b>FAX (A/C No.):</b> (603) 536-5018 |
| <b>E-MAIL ADDRESS:</b>  |  |                                      |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>                        |
| <b>INSURER A:</b> Liberty Mutual Insurance Co   |  | 24198                                |
| <b>INSURER B:</b> VOS - CNA Insurance Co  |  |                                      |
| <b>INSURER C:</b>   |  |                                      |
| <b>INSURER D:</b>   |  |                                      |
| <b>INSURER E:</b>   |  |                                      |
| <b>INSURER F:</b>   |  |                                      |

**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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | BOP8266409    | 5/5/2015                | 5/5/2016                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | WC9031131     | 5/5/2015                | 5/5/2016                | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| B        | <b>Professional Liability</b>  |           |          | AEH004315163  | 11/16/2015              | 11/16/2016              | Claims Made \$2,000,000<br>Deductible \$10,000  |

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

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>(603) 271-3515<br>State of New Hampshire<br>BUreau of Public Works Design & Construct<br>Michelle L Juliano<br>PO Box 483<br>7 Hazen Drive<br>Concord, NH 03302-0483 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |
|---|--|

## ADDITIONAL COVERAGES

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



## 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  |                                   |               |                   |                 |
| 1                | 2001,FORD,F350,1FTSF31S91EC59387  | NP4           |                   |                 |
| Limit 1          | Limit 2                           | Limit 3       | Deductible Amount | Deductible Type |
|                  |                                   |               |                   |                 |
| Premium          |                                   |               |                   |                 |
| 1                | 2001,FORD,F350,1FTSF31S91EC59387  | MC1           |                   |                 |
| Limit 1          | Limit 2                           | Limit 3       | Deductible Amount | Deductible Type |
|                  |                                   |               |                   |                 |
| Premium          |                                   |               |                   |                 |
| 1                | 2001,FORD,F350,1FTSF31S91EC59387  | BI            |                   |                 |
| Limit 1          | Limit 2                           | Limit 3       | Deductible Amount | Deductible Type |
| \$250,000        | \$500,000                         |               |                   |                 |
| Premium \$112.00 |                                   |               |                   |                 |
| 1                | 2001,FORD,F350,1FTSF31S91EC59387  | MEDPM         |                   |                 |
| Limit 1          | Limit 2                           | Limit 3       | Deductible Amount | Deductible Type |
| \$5,000          |                                   |               |                   |                 |
| Premium \$10.00  |                                   |               |                   |                 |
| 1                | 2001,FORD,F350,1FTSF31S91EC59387  | PD            |                   |                 |
| Limit 1          | Limit 2                           | Limit 3       | Deductible Amount | Deductible Type |
| \$100,000        |                                   |               |                   |                 |
| Premium \$114.00 |                                   |               |                   |                 |
| 1                | 2001,FORD,F350,1FTSF31S91EC59387  | HON           |                   |                 |
| Limit 1          | Limit 2                           | Limit 3       | Deductible Amount | Deductible Type |
|                  |                                   |               |                   |                 |
| Premium          |                                   |               |                   |                 |
| 1                | 2001,FORD,F350,1FTSF31S91EC59387  | ACCT          |                   |                 |
| Limit 1          | Limit 2                           | Limit 3       | Deductible Amount | Deductible Type |
|                  |                                   |               |                   |                 |
| Premium          |                                   |               |                   |                 |
| 2                | 2010,VOLVO,XC70,YV4960BZ9A1082224 | UM            |                   |                 |
| Limit 1          | Limit 2                           | Limit 3       | Deductible Amount | Deductible Type |
| \$250,000        | \$500,000                         |               |                   |                 |
| Premium \$15.00  |                                   |               |                   |                 |
| 2                | 2010,VOLVO,XC70,YV4960BZ9A1082224 | HON           |                   |                 |
| Limit 1          | Limit 2                           | Limit 3       | Deductible Amount | Deductible Type |
|                  |                                   |               |                   |                 |
| Premium          |                                   |               |                   |                 |
| 2                | 2010,VOLVO,XC70,YV4960BZ9A1082224 | MEDPM         |                   |                 |
| Limit 1          | Limit 2                           | Limit 3       | Deductible Amount | Deductible Type |
| \$5,000          |                                   |               |                   |                 |
| Premium \$12.00  |                                   |               |                   |                 |

BPW



# 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 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, PA. (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> |
| <b>Grand total</b>                        | <b>\$747,600</b> |

### 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

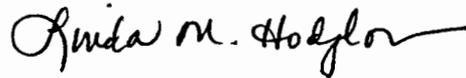
Samyn – D'Elia Architects, PA  
Ashland, NH

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.

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 Alvarz             |                             |                     |  |                                   |  |             | 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 expertise 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 -

Patrol Officer Supervisor - 25 years State Service

Sgt. Crystal McLain -

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

PART 5 DATE OF COMPLETION:

- .1 The CONSULTANT hereby agrees to process the services required by this AGREEMENT expeditiously to the completion of the Construction Documents Phase of the assigned project and to deliver these documents to the DEPARTMENT on or before 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.
- .3 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.
- .4 The DEPARTMENT will administer all details in connection with obtaining bids or negotiating proposals, awarding and preparing contracts, preparing partial estimates and other contract administrative work required for the project.
- .5 The DEPARTMENT will provide for field inspection of the work.
- .6 The DEPARTMENT may extend the completion date stipulated in this AGREEMENT when satisfactory evidence is presented by the CONSULTANT that such extension is warranted.

PART 7 TERMINATION OF AGREEMENT:

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

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

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

#### PART 8 EXTENT OF AGREEMENT:

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

#### PART 9 CONTINGENT NATURE OF AGREEMENT:

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

#### PART 10 CLAIMS AND INDEMNIFICATION:

- .1 **NON-PROFESSIONAL LIABILITY INDEMNIFICATION:** The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT.
- .2 **PROFESSIONAL LIABILITY INDEMNIFICATION:** The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its sub-consultants in the performance of professional services covered by this AGREEMENT.
- .3 These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

PART 11 INSURANCE:

- .1 It is agreed that, in accordance with 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.
- .2 Further agreed that, the CONSULTANT shall purchase and keep in effect for the life of the AGREEMENT commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured).
- .3 Further agreed that, in accordance with Chapter 21:180 II of the Revised Statute Annotated, as amended, the CONSULTANT shall purchase and maintain for the life of the AGREEMENT professional liability insurance (errors and omissions) providing protection to the STATE for the CONSULTANT'S acts and omissions committed. Such professional liability insurance shall be in the minimum amount of \$2,000,000 in the aggregate. No retention (deductible) shall be more than \$75,000. The CONSULTANT shall furnish the DEPARTMENT with certificates showing that this insurance has been purchased.
- .4 Further agreed, the CONSULTANT shall purchase and keep in effect for the life of the AGREEMENT commercial and personal automobile liability insurance covering motor vehicles, including owned, hired, borrowed, and non-owned vehicles. Such insurance shall be in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages. The CONSULTANT shall furnish the DEPARTMENT with certificates showing that this insurance has been purchased.
- .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 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 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  
Secretary of State  
**DEPUTY SECRETARY OF STATE**