



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

July 24, 2015

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

Retroactive/Sole Source

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Public Works Design and Construction to **retroactively** enter into a **Sole Source** contract amendment for architectural and engineering services with SMRT, Inc., Vendor # 153153, Portland, ME, by increasing the contract amount by \$1,037,994 from \$2,438,300 to \$3,476,294, and extending the date from December 10, 2014 to September 30, 2017, for Supplemental Design Services for the New Hampshire State Prison for Women, Concord, NH, unless extended by the Department in accordance with the contract terms. The original contract was approved by Governor and Council on September 18, 2013, item #27F. Upon Governor and Council approval for the period December 11, 2014 through September 30, 2017. **100% Capital (General) Funds**

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

02-46-46-460030-49910000	Women's Prison	<u>SFY16</u>
	034-500152 –Additional/Redesign Services	\$1,003,494
	034-500152 – Additional Allowance	<u>\$ 34,500</u>
	Grand total	\$1,037,994

EXPLANATION

This request is **retroactive** for additional design services fees beyond the original design scope, which became necessary to continue with the project until the 2015 session Capital Improvement Budget was approved. The total cost of retroactive services to date is \$153,494, for work completed prior to the contract original end date of December 10, 2014. The delay in seeking approval of the amendment was the result of the need to finalize the

Women's Prison re-design, as well as obtain the Legislative approval for additional funding in the amount of \$12.6 Million. This request is **sole source** because the increase to the contract price limitation is greater than 10% of the original contract price.

Per Chapter 220:1, IV, A, Laws of 2015, New Women's Prison Addendum, this request is for funding to complete the supplemental Architectural and Engineering design services to complete a re-design of the new 224 bed (expandable to 350 beds) women's correctional facility on a site adjacent to the existing men's prison in Concord.

This is an amendment to the original contract that was approved by Governor and Council on September 18, 2013, item #27F.

The amendment is required for the following reasons:

- 1) SMRT performed additional design services during April of 2014 including generation of seven different versions of the project for two different sites. The State agreed to compensate SMRT for their extra efforts subject to capital budget funding as follows:

\$153,494 in fees for additional effort required in April of 2014.

\$9,500 addition to the allowance earmarked for design consultation

\$25,000 addition to the allowance earmarked for complexities resulting from contract phasing.

- 2) The original project bids were significantly in excess of the initial capital appropriation. The initial design was based on a campus setting with multiple buildings. In order to reduce the cost of the project, the team worked together to reduce approximately 15,000 square feet and consolidate the facility into a monolithic building that is more compact, efficient and cost effective. The resulting re-work of the design requires a complete reconfiguration of the building and all systems. Therefore, SMRT is required to produce a second complete set of Construction Documents based on the value managed redesign. As a result we proposed to amend the original contract as follows:

\$800,000 for new construction documents (re-using as much of the previous documents as possible)

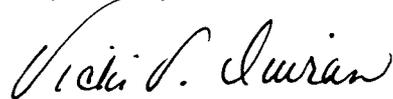
\$50,000 for bidding support services

The original contract with SMRT was based on a \$36,877,500 construction value and equaled approximately 6.6% of the construction value which is in the low end of the normal range for architectural and engineering fees in the industry. Bidding and preliminary estimates indicates that the actual total construction value of this project as being redesigned is approximately \$47,386,556 (prison plus contingency). The

proposed contract amendment would put their fees at approximately 7.79% of the adjusted construction value which is within the normal range in this industry.

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

Respectfully submitted,



Vicki V. Quiram, Commissioner
Dept. of Administrative Services



William L. Wrenn, Commissioner
Dept. of Corrections

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL – DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT

If the Insurer cancels or chooses to nonrenew this Policy for any reason other than nonpayment of premium the Insurer will provide written notice at least 30 days before the effective date of the cancellation or nonrenewal to the designated person or organization in the below schedule.

Such notice will be sent via the US mail address or E-mail address listed below. Proof of mailing or E-mailing will be sufficient proof of notice.

Schedule

Designated Person or Organization:

As per schedule to be provided by agency upon request.

E-Mail address:

n/a

US mail address:

n/a

REC-1111

JUL 06 2010

Bureau of Public Works

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



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
Bureau of Public Works
Design and Construction (603) 271-3204
Project No. 80713 – Contract A

September 3, 2013

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

REQUESTED ACTION

Authorize the Bureau of Public Works Design and Construction to enter into a contract with SMRT, Inc., (VC# 153153), 141 Fore Street, Portland, ME, for a total price not to exceed \$2,438,300, for Design Services for the New Hampshire State Prison for Women, Concord, NH. The contract is effective upon Governor and Council approval through December 10, 2014, unless extended by the Department in accordance with the contract terms. **100% General – Capital Funds.**

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

02-46-46-460030-17670000 Women Prison	<u>SFY14</u>
034-500152 – Design/Study Consultant	\$2,300,000
02-46-46-460030-12890000 224 Bed Women's Prison	
034-500152 – Design/Study Consultant	<u>\$ 138,300</u>
Grand Total	\$2,438,300

EXPLANATION

Per Chapter 145:1, IV, A, Laws of 2009, as extended by Chapter 253:28, 36, Laws of 2011, as extended by Chapter 195:47, 33, Laws of 2013 and Chapter 195:1, IV, A, Laws of 2013.

Architectural and Engineering (A/E) design services for a new 224 bed (expandable to 350 beds) women's correctional facility on a site adjacent to the existing men's prison in Concord.

Request for Letters of Interest and Qualification (LOIQ) for the A/E Consultant was published on May 15, 2013. That request listed specific criteria for evaluation.

Ten (10) A/E teams responded with letters of interest and qualifications. Of those 10 firms, the selection committee selected five (5) firms as most qualified based on the letters of interest and the following criteria: their workload and capacity; their team skills and experience; their experience working with Construction Managers (by law this will be a CM construction process); their experience working on correctional facility projects and women's corrections facility experience specifically; their experience with similar projects; their approach to this project, and whether their letter of interest complied with the selection committee's published requirements. The committee evaluations were tabulated and five (5) firms were selected to receive Requests for Technical Proposal and Interview (RFP).

Proposals were received and scored individually by each Selection Committee member prior to the interviews. The RFP asked that specific questions be addressed in the proposal responses. The responses of the A/E firms were the basis for the evaluation rubric used by the selection committee. Areas of evaluation included: firm comprehension of the assignment, the clarity of the proposal, firm capacity to perform in a timely manner, firm quality and experience of the team, overall suitability for the assignment, and the interview.

The selection committee interviewed all five (5) A/E teams. The selection committee members' individual scores were then tabulated. SMRT had the highest ranking almost 10% ahead of the second ranked team and over 26% ahead of the last ranked team.

All five (5) teams were very qualified and had strengths in different areas, but SMRT stood out across the board including: SMRT has very recent women's correctional experience that has been used as an example by the National Institute of Corrections. SMRT has a longstanding team of professional sub-consultants that have a track record of successfully working together on recent correctional projects in this climate. SMRT has a civil sub-consultant that most

Her Excellency Governor Margaret Wood Hassan
and the Honorable Council
September 3, 2013
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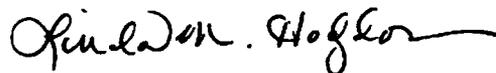
clearly expressed an understanding of the challenges the site poses and has proven local experience to address those challenges. SMRT sub-consultants had great local knowledge and experience.

Therefore after a four month selection process, the Bureau of Public Works Design and Construction recommends SMRT as the most qualified of the ten (10) firms that expressed interest in this project.

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

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

Respectfully submitted,



Linda M. Hodgdon,
Commissioner

Interview/Selection date: July 22, 2013

COMMITTEE PROPOSAL RATING FOR
NH State Prison for Women 80713

Consultant Name	Comprehension of Assignment	Clarity of Proposal	Capacity to Perform in a Timely Manner	Quality and Experience of PM/Team	Interview	Overall Suitability for the Assignment	Total Score	Cumulative Score
LBA / HOK							0	315.5
William McGonagle	9	8	9	8	9	12	55	
Joanne Fortier	9	9	8	5	8	12	51	
Jon Hanson	8	8	7	6	8	11	48	
Mark Nogueira	8.5	10	8.5	9.5	10	12	58.5	
Michelle Juliano	8	9	8	7.5	8.5	9	50	
Tim Smith	8.5	8	7.5	8	9	12	53	
Ricci Greene / TWA							0	280.5
William McGonagle	9	9	9	8	6	8	49	
Joanne Fortier	8	6	8	8	4	11	45	
Jon Hanson	7	7	8	8	8	11	49	
Mark Nogueira	7	8	7	9.5	7	11	49.5	
Michelle Juliano	5	7	6	7	6	7	38	
Tim Smith	8.5	8.5	8	8	7	10	50	
Rowse / KMD Justice							0	311.5
William McGonagle	9	8	9	8	9	13	56	
Joanne Fortier	8	7	7	6	8	10	46	
Jon Hanson	8	8	8	8	8	12	52	
Mark Nogueira	8	9	8	9	10	13	57	
Michelle Juliano	7	7	6	7	8	8	43	
Tim Smith	9.5	9	9	9	9	12	57.5	
SMRT							0	345.0
William McGonagle	9	9	9	8	9	13	57	
Joanne Fortier	10	7	9	8	9	12	55	
Jon Hanson	9	9	9	9	9	14	59	
Mark Nogueira	9.5	10	8.5	10	10	15	63	
Michelle Juliano	8	8	8	9	9	13	55	
Tim Smith	9	8	9	9	9	12	56	
Turner Group / DLR Group							0	273.0
William McGonagle	8	8	7	7	7	8	45	
Joanne Fortier	7	6	6	6	8	9	42	
Jon Hanson	6	6	6	5	7	8	38	
Mark Nogueira	9	8.5	9	9.5	8	11	55	
Michelle Juliano	7	6	5	7	7	8	40	
Tim Smith	8.5	8.5	9	9	8	10	53	

<==== Highest Rating

Explanation of Consultant Selection Committee – NH SP/W – Concord 80713

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

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

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

The 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.

The Assistant Commissioner, for the Department of Corrections has spent his entire career working with people at the margins of society primarily in a corrections setting. He is uniquely qualified to provide vision and direction regarding the design approach, social, behavioral and operational aspects of this project, based on extensive experience with this population type.

The Department of Corrections Warden of the Women's Prison, oversees the Operations of the existing women's prison facility in Goffstown. She provided detailed knowledge of the day to day operations of a female specific correctional facility during the evaluation process.

The Department of Corrections Administrator of Logistics, oversees the logistics for the Department of Corrections facilities, maintenance and operations. He provided detailed knowledge of the facilities, maintenance and operational needs during the evaluation process.

Administrator PM6
Assist. Administrator PM5
Project Manager – PM3
Assistant Commissioner
Warden of Women's Prison -
Administrator of Logistics -

Mark T. Nogueira – 25 years State/private sector
Michelle Juliano- 25 years State service
Tim Smith – 23 years State/private sector
William McGonagle – 35 years State service
Joanne Fortier – 28 years State service
Jon Hanson – 32 years State/ private sector



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

AGREEMENT
FOR
NEW HAMPSHIRE STATE PRISON FOR WOMEN
CONCORD, NEW HAMPSHIRE
BUREAU OF PUBLIC WORKS DESIGN & CONSTRUCTION'S PROJECT NUMBER 80713
CONTRACT A

SMRT INC.
144 FORE STREET
PORTLAND, ME 04101

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated August 29, 2013) from SMRT, INC., 12 pages.
2. Exhibit 'B': SMRT, INC. Wage Rates, 2 pages.
3. Exhibit 'C': Quality Assurance/Quality Control Program dated June 2013 from SMRT, INC., 14 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, "unless otherwise specifically negotiated in the attached SMRT proposal dated August 29, 2013."

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

PROJECT NUMBER 80713, CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 29th day of August in the year 2013 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the COMMISSIONER OF THE DEPT. OF CORRECTIONS, 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 SMRT, INC. – 144 FORE STREET, PORTLAND, ME 04101 (Vendor Number 153153), 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 NEW HAMPSHIRE STATE PRISON FOR WOMEN, CONCORD, Chapter 145:1, IV, A, Laws of 2009, as extended by Chapter 253:28, 36, Laws of 2011, as extended by Chapter 195:47, 33, Laws of 2013 and Chapter 915:1, IV, A, 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, Two million, Four Hundred Thirty-Eight Thousand, Three Hundred Dollars and zero Cents (\$2,438,300.00).

THE PROFESSIONAL STUDY SHALL CONSIST OF THE FOLLOWING:

Design Services for the New Hampshire State Prison for Women, to be located in Concord, NH. Scope of services to be provided by SMRT, Inc. is summarize below, however, the entire scope of services for this agreement are outlined in SMRT's Proposal dated August 29, 2013.

- 1). Pre-Architectural Services, including items A through E as outlined in SMRT's Proposal dated August 29, 2013.
- 2). Site Analysis, including items A through D of SMRT's proposal dated August 29, 2013.
- 3). Basic Services – Design & Construction Documents, including items A through K of SMRT's proposal dated August 29, 2013.
- 4). Additional Services and Expenses Budget as Allowances, including items A through E of SMRT's proposal dated August 29, 2013.

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 27%
 - B. Design Development Phase 44%
 - C. Construction Documents Phase 85%
 - D. Bidding and Negotiation Phase 87%
 - 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 1). Early site package **May 6, 2014**, 2). Building Package **December 10, 2014**.

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.

CONSULTANT NAME ALL CAPS: SMRT, INC.

DATED: Aug 29, 2013 BY: Eugen L. Belknap

EUGEN L. BELKNAP
(PLEASE PRINT)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 9/6/13 BY: Linda M. Hodgdon
Linda M. Hodgdon
Commissioner

USING AGENCY: DEPARTMENT OF CORRECTIONS

DATED: Sept 3, 2013 BY: William F. W...
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: 9/10/13 BY: M. N. W.
Asst. Attorney General

SECRETARY OF STATE:

This is to certify that the Governor and Council approved this Agreement/amendment on SEP 18 2013.

DATED: SEP 18 2013 BY: [Signature]
DEPUTY SECRETARY OF STATE