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

Charles M. Arlinghaus
Commissioner
(603)-271-3201

Joseph B. Bouchard
Assistant Commissioner
(603)-271-3204

Catherine A. Keane
Deputy Commissioner
(603)-271-2059

Division of Public Works
Design and Construction
Project No. 80858R/80981R – Contract A

December 3, 2018

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

REQUESTED ACTION

Authorize the Division of Public Works Design and Construction to enter into a **sole source** contract amendment (Contract 7001901-1) with Coover-Clark Associates, Inc., (VC# 271410) Denver, Colorado, originally approved by Governor and Council on May 18, 2016, item #52, for the Adjutant General's Department Pembroke Readiness Center and State Active Duty Annex, by increasing the base contract amount by \$456,429 from \$901,929.44 to \$1,358,358.44, effective upon Governor and Council approval through June 30, 2020, unless extended in accordance with the contract terms. This amendment has been approved by the Adjutant General's Department. **80% Federal Funds, 20% Capital – General Funds.**

Funding is available in account titled Adjutant General's Department as follows:

02-12-12-120030-19620000 Pembroke Readiness Center **SFY19**
And State Active Duty Annex –
(Federal)

034-500152 – Design/Study \$380,152*

***Pending availability of Federal Funds**

02-12-12-121030-151600000 Pembroke Readiness Center (State)

034-500152 – Design/Study \$ 76,277

Grand Total \$456,429

EXPLANATION

This amendment request is noted as **sole source** due to the addition of a new scope of work to the existing contract, which exceeds 10% of the original contract. The terms of the contract allow for extensions without Governor and Council approval which is why this is not a retroactive request. Per Chapter 228:1, I, A Laws of 2017 I, A, Laws of 2017, Pembroke Readiness Center and Active Duty Annex (Federal and State). Type C services are being modified in conjunction with a construction contract going to Governor and Council, per proposal submitted October 23, 2018 as follows:

- a. Original proposal for Type C services in the amount of \$352,070.53, which is being omitted, agreed in March of 2016 included only the Readiness Center; it did not include the State Active Duty Annex, which is cancelled from the prior contract. The revision is \$456,429.
- b. The October 2018 revised type C services includes \$380,152.00 for the Readiness Center, which reflects increases in scope of site visits, and cost increases due to rate changes and travel costs between 2016 and 2018.
- c. The October 2018 revised type C services also include \$76,277.00 for the State Active Duty Annex, a building which has been added to the project.

This amendment to Contract A is for type C (Construction Administration) services. Type C Services include: attendance at jobsite meetings, travel to jobsite meetings, review of shop drawings and submittals, selection of final finishes from submitted samples, response to RFIs, issue of Supplemental Instructions, resolution of design issues which arise during construction, miscellaneous inspections, punch-list development, and other architectural and engineering related tasks.

The Federal funds to pay for this contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the State of New Hampshire and the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 80%. In the event that federal funds are not available, General funds will not be requested to support this program.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

CONTRACT SUPPLEMENTAL INFORMATION SHEET

PROJECT: DPW Project No. 80858R, Contract A – Pembroke Readiness Center and State Active Duty Annex, Pembroke, New Hampshire.

DESCRIPTION: This amendment to Contract A is for type C (Construction Administration) services. Type C Services include: attendance at jobsite meetings, travel to jobsite meetings, review of shop drawings and submittals, selection of final finishes from submitted samples, response to RFIs, issue of Supplemental Instructions, resolution of design issues which arise during construction, miscellaneous inspections, punch-list development, and other architectural and engineering related tasks.

AMENDMENT
EXPLANATION: Type C services were not included in the original contract, which was noted that they would be incorporated and brought to G&C at the same time as the Contract for Construction.

AMENDMENT
AMOUNT: \$456,429.00*

*Federal Fund portion is pending availability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED Coover-Clark & Associates, Inc. 1936 Market Street Denver, CO 80202	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Company	NAIC # 29424
	INSURER B: Hartford Ins Co of the Midwest	37478
	INSURER C: Travelers Casualty & Surety Co. of Amer	31194
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		34SBWIH5910	10/20/2018	10/20/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		34SBWIH5910	10/20/2018	10/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		34SBWIH5910	10/20/2018	10/20/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	34WEGBT7821	10/20/2018	10/20/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability Claims Made		105358958	10/20/2018	10/20/2019	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder continues: Division of Public Works Design & Construction.
 RE: Project #80858A (80981R - Contract A) Pembroke State Active Duty Center.

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic (See Attached Descriptions)

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services POB 483, 7 Hazen Drive - Room 250 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella/Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess Insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella/Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

DPW



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. 80858R – Contract A

April 19, 2016

RECEIVED

MAY 06 2016

Bureau of Public Works

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

5/18/2016

REQUESTED ACTION

1). Authorize the Department of Administrative Services to enter into an agreement with Coover-Clark & Associates, Inc. (Vendor No. 271410) Denver, Colorado, for a total price not to exceed \$901,929.44 for Professional Services for the Pembroke Readiness Center Design, Pembroke, NH. The contract is effective upon Governor and Council approval through December 1, 2018. **100% Federal – Funds.**

2). Further authorize the amount of \$60,000.00 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC# 177875), for engineering services provided, bringing the total to \$961,929.44. **100% Federal Funds.**

Funding is available in account titled Adjutant General's Dept. as follows:

02-12-12-120030-24150000	Readiness Center Design	<u>SFY16</u>
034-500152	– Design/Study	\$901,929.44
034-500152	– Interagency Fees	<u>60,000.00</u>
	Grand Total	\$961,929.44

EXPLANATION

Per Chapter 220:1, I, E, 1 Laws of 2015, for the Pembroke Readiness Center Design, which will include Architectural and Engineering Services to design an approximately 28,000 SF National Guard Readiness Center of permanent construction to support training,

administrative and logistical requirement for the NH Army National Guard (NHARNG). This facility will be constructed in Pembroke, NH on state-owned land. The facility will include the following; administrative space, supply and soldier equipment storage space, classrooms, assembly hall, backup/emergency generator, and organizational vehicle parking within a secured perimeter fence. Construction will include all utility services, information systems, fire detection and alarm systems, roads, walks, curbs, gutters, storm drainage, parking areas, and site improvements. Facilities will be designed to a minimum life of 50 years, including energy efficiencies, building envelope and integrated building systems. Antiterrorism measures in accordance with DoD Minimum Antiterrorism for Building Standards will be provided.

In September 2015, the Division of Public Works Design & Construction solicited Registered Architects and Engineers, by public announcement in the State, for interest in providing consultant services for the design of the Pembroke Readiness Center.

Fourteen (14) consultant firms submitted letters of interest and were considered for this assignment. Based on their total years of experience, experience with projects of a similar nature, and past work with the Division of Public Works, a short list of four (4) firms was developed. These firms were asked to submit a technical proposal and attend an interview.

Interviews were held with the following four (4) Consultant firms on December 8 and 9, 2015.

Colby Company
Portland, ME

Coover-Clark & Associates, Inc.
Denver, CO

SMRT, Inc.
Portland, ME

H. L. Turner Group
Concord, NH

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, the team, and overall suitability for the assignment.

Based on their technical proposal and presentation, the firm of Coover-Clark & Associates, Inc. was chosen as best qualified for the project. The Consultant Selection Committee included representatives from the Adjutant General's Department and the Department of Administrative Services - Division of Public Works Design and Construction. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience.

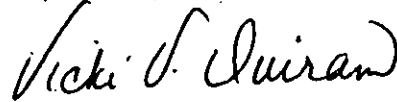
The consultant selection process employed by the Department for this project is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's procedures for "Selection of Engineers, Architects and Surveyors" dated July 28, 2005.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 19, 2016
Page 3 of 3

The Federal funds to pay for this contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the State of New Hampshire and the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. In the event that federal funds are not available, General funds will not be requested to support this program

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

Respectfully submitted,



Vicki V. Quiram
Commissioner

CONTRACT SUPPLEMENTAL INFORMATION SHEET

PROJECT: BPW Project No. 80858, Contract A – Pembroke Readiness Center Design, Pembroke, NH.

DESCRIPTION: This project will provide the Adjutant General's Department with a new specially designed Readiness Center to support training, administrative and logistical requirements for the New Hampshire Army National Guard. This facility will be approximately 28,000 square feet and will be constructed in Pembroke, New Hampshire, on State-owned land. The facility includes the following integral items; backup/emergency generator, organizational vehicle parking, controlled waste facility, and flammable materials facility. Construction will include all utility services, information systems, fire detection and alarm systems, roads, walks, curbs, gutters, storm drainage, parking areas, and site improvements. Facilities will be designed to a minimum life of 50 years, including energy efficiency, building envelope and integrated building systems. Antiterrorism measures in accordance with Department of Defense Minimum Antiterrorism for Building Standards will be provided. This project will comply with the Army 1 SQFT for 1 SQFT disposal policy through the disposal of 27,626 SQFT.

CONTRACT
AMOUNT: \$901,929.44

Explanation of Consultant Selection Committee – New Readiness Center, Pembroke
2016

Members are selected using the approved guidelines for the Division 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 NH Army National Guard/Adjutant General's Department representative oversees the capital and maintenance program for NHARNG. He provides the detailed understanding of the Using Agency's needs, as well as in-depth understanding of Federal construction contract administration processes and project requirements needed for funding reimbursement.

Administrator PM6	Theodore Kupper, PE –	2 years State Service, 35 years private sector
Assist. Administrator PM5	Michelle Juliano, PE -	27 years State Service
Project Manager – PM3	Timothy Smith –	3 years State Service, 21 years private sector
Adjutant General PM	Kenneth Coombs –	5 years State Service, 28 years private sector,

Interview/Selection date: Jan. 19 & 20, 2016

**COMMITTEE PROPOSAL RATING FOR
Readiness Center Design**

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
COLBY CO.							80.5
Ted Kupper	5	3	1	4	3	16	
Michelle Juliano	5	4.5	4	4	4	21.5	
Tim Smith	5	5	5	5	5	25	
Ken Coombs	4	3	5	3	3	18	
COOVER-CLARK							96.5
Ted Kupper	5	5	5	5	5	25	
Michelle Juliano	5	5	5	4.5	4	23.5	
Tim Smith	5	5	4	5	4	23	
Ken Coombs	5	5	5	5	5	25	
SMRT							85.0
Ted Kupper	5	4	3	5	4	21	
Michelle Juliano	5	4.5	5	4	4.5	23	
Tim Smith	4	5	5	4	4	22	
Ken Coombs	4	4	4	4	3	19	
HL TURNER GROUP							62.0
Ted Kupper	5	3	1	4	3	16	
Michelle Juliano	4	4	3	3	3	17	
Tim Smith	4	4	3	4	4	19	
Ken Coombs	3	1	3	1	2	10	

<==== Highest Rating

Scoring System:

- 1 Poor
- 2 Not Very Good
- 3 Good
- 4 Very Good
- 5 Excellent

Client#: 108

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2016

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

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

PRODUCER USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME:		
	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):	
INSURED Coover-Clark & Associates, Inc. 1936 Market Street Denver, CO 80202	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Hartford Casualty Insurance Com	29424
	INSURER B:	Hartford Ins Co of the Midwest	37478
	INSURER C:	Travelers Casualty and Surety C	19038
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	34SBWIH5910	10/20/2015	10/20/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	34SBWIH5910	10/20/2015	10/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	34SBWIH5910	10/20/2015	10/20/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGBT7821	10/20/2015	10/20/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability Claims Made			105358958	10/20/2015	10/20/2016	\$2,000,000 per claim \$2,000,000 annl aggr.

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

Certificate holder continues: Division of Public Works Design & Construction.

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Administrative Services POB 483, 7 Hazen Drive - Room 250 Concord, NH 03302-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Valeria Howard</i>

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DESCRIPTIONS (Continued from page 1)

Automobile Liability; and Additional Insureds under Umbrella/Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella/Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers Compensation.



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

AGREEMENT
FOR
PEMBROKE READINESS CENTER DESIGN
PEMBROKE, NEW HAMPSHIRE
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S PROJECT NUMBER 80858R,
CONTRACT A

COOVER-CLARK & ASSOCIATES, INC.
1936 MARKET STREET
DENVER, COLORADO 80202

EXHIBIT INDEX

1. Exhibit 'A': Technical Proposal dated December 18, 2015 from COOVER- CLARK & ASSOCIATES, INC., 5 pages.
2. Exhibit 'B': COOVER- CLARK & ASSOCIATES, INC., Wage Rates, 1 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program dated November 20, 2015 from COOVER- CLARK & ASSOCIATES, INC., 4 pages.
4. Exhibit 'D': Revised Design Proposal, dated March 14, 2016 from COOVER- CLARK & ASSOCIATES, INC., 11 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
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

PROJECT NUMBER 80895, CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 21 day of March in the year 2016 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the GENERAL OF THE NEW HAMPSHIRE ADJUTANT GENERAL'S OFFICE, 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 COOVER-CLARK & ASSOCIATES, INC. - 1936 MARKET STREET, DENVER, COLORADO 80202 (Vendor Number 271410), hereinafter referred to as the CONSULTANT, witnesses that:

WHEREAS, the 2015 Regular Session of the General Court of the STATE appropriated funds for the design and construction of the PEMBROKE READINESS CENTER DESIGN, PEMBROKE, NH, LIST CHAPTER 220:1, I, E, LAWS OF 2015.

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 administration 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' 'C' and 'D' and the following terms and conditions for payment of a lump sum fee, not-to-exceed Nine Hundred One Thousand, Nine Hundred Twenty-Nine Dollars and Forty-four Cents (\$901,929.44), including an allowance of \$30,000.

THE PROFESSIONAL STUDY SHALL CONSIST OF THE FOLLOWING:

Type "A" and "B" Professional Services to design an approximately 28,000 SF National Guard Readiness Center of permanent construction to support, training, administrative and logistical requirement for the New Hampshire Army National Guard (NHARNG), as outlined in the Technical Proposal dated December 18, 2015, revised Fee Proposal dated March 14, 2016, and Project Description included herein; in the amount of \$901,929.44; including an allowance of \$30,000.

Type "C" Construction Administration Phase Services for the NHARNG Pembroke Center as outlined in the Technical Proposal dated December 18, 2015, Fee Proposal dated March 14, 2016, and Project Description included herein; in the amount of \$352,070.53; including an allowance of \$35,000. *Type "C" services, in the amount of \$352,070.53 are pending availability of funds from the National Guard Bureau, prior to issuing a Notice to Proceed.

This project will provide the Adjutant General's Department with a new specially designed approximately 28,000 SF National Guard Readiness Center of permanent construction to support training, administrative and logistical requirement for the NHARNG. This facility will be constructed in Pembroke, NH based on NG form 1390/91 dated 10 Dec 2015 project number 85474 330043. The facility is not programmed to provide the full requirements of scope at 34,000 SQFT - the remaining scope requirements will be built at a later date. This facility will be built on State land. The facility includes the following integral items; backup/emergency generator, organizational vehicle parking, controlled waste facility, and flammable materials facility. This facility will be designed to meet Industry standards as well as local, state and federal building codes and as per public law 90-480. Construction will include all utility services, information systems, fire detection and alarm systems, roads, walks, curbs, gutters, storm drainage, parking areas, and site improvements. Facilities will be designed to a minimum life of 50 years in accordance with DoD UFC 1-200-02 including energy efficiencies, building envelope and integrated building systems performances as per ASA (IE&E) Sustainable Design and

Development Policy Update Dec 2013. Access for individuals with disabilities will be provided. Antiterrorism measures in accordance with DoD Minimum Antiterrorism for Building Standards will be provided. This project will comply with the Army 1SQFT for 1 SQFT disposal policy through the disposal of 27,626 SQFT.

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 50% Type A & B
 - B. Design Development Phase 75% Type A & B
 - C. Construction Documents Phase 98.5% Type A & B
 - D. Bidding and Negotiation Phase 100% Type C

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 Division 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 DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION to ascertain the requirements of the project and shall confirm such requirements through the DIVISION 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 DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
2. The CONSULTANT shall present the Schematic Design Documents at a review meeting with the DIVISION 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 DIVISION 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 DIVISION 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 DIVISION 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 22 inches by 34 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 DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION'S Project Architect/Engineer. The CONSULTANT shall, at all times, have access to the work and shall make periodic visits per Exhibit 'D' 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 DIVISION 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 DIVISION'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 DIVISION'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 October 31, 2017.
- .2 The CONSULTANT hereby agrees to process the services requested by this AGREEMENT expeditiously to the completion of the Construction Administration Phase of the assigned project and to deliver and perform Construction Administration related documents to the DEPARTMENT on or before DECEMBER 1, 2018, or one (1) month after substantial completion of the construction contract, whichever is later.

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.


COOVER-CLARK & ASSOCIATES, INC.:

DATED: 3-21-16 BY: 
Carol Coover Clark
(PLEASE PRINT)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 5-4-16 BY: 
Vicki V. Quiram
Commissioner

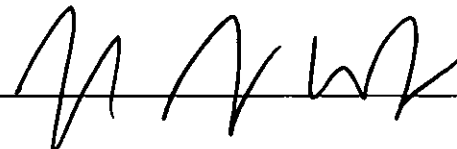
THE STATE OF NEW HAMPSHIRE
ADJUTANT GENERAL'S DEPARTMENT:

DATED: 4-18-16 BY: 
Adjutant General's Department

ATTORNEY GENERAL:

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

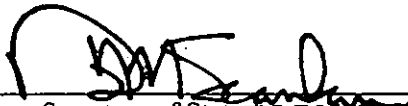
DATED: 5/4/16

BY: 

SECRETARY OF STATE:

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

DATED: MAY 18 2016

BY: 

DEPUTY SECRETARY OF STATE

QUALITY ASSURANCE / QUALITY CONTROL PROGRAM SUMMARY
for
READINESS CENTER
at
PEMBROKE, NEW HAMPSHIRE

Project Organization

The team members named for this project must be experienced and qualified in projects of similar scope and magnitude and must be approved by the Principal. They will be expected to commit themselves to deliver the highest quality services on schedule.

Our organizational structure is based on two key strategies:

1. The Project Manager maintains direct and continuous contact with the Owner through the duration of the project, and
2. The Project Manager commands assigned resources of the firm as well as any consultants.

Each objective to be achieved in the design process will be broken down into sub-elements, and each element will be charted and accounted for in a sequence-of-activities chart. Personnel will be assigned to each task as required. Reporting systems will identify status, changes and shortfalls on a weekly basis so that the Project Manager may take timely action to prevent delays.

The clear identification, assignment, budgeting and scheduling of the various phases of work to be performed by the Project Manager will allow each of the Team members to perform to the maximum of their ability.

Communications

The Project Manager is responsible for project communication and scheduling. Initially, the Project Manager will coordinate with the Owner's Project Manager in developing a project schedule, identifying tasks and responsibilities for all project team members and establishing a meeting schedule and communication procedures. Within seven days after any meeting or telephone conversation, a Confirmation Notice summarizing content and decisions will be forwarded to the Owners Project Manager and the project team members.

Weekly, the Project Manager will review project status, check progress on outstanding task assignments with all team members prepare a percent complete status report and, if required, inform the Owner Project Manager of project progress.

Quality Control

Quality control is the responsibility of the design team, and managers of the design, production and construction administration departments. The standards for quality are established by the managers and by the principal of the firm. The managers are responsible for training personnel in their groups in quality control methods.

Periodic in-house design reviews will be held for this project. The Project Manager will present the work done on the project, and the principals of the firm and team resource people will critique the work and assist the Project Manager as necessary in resolving any deficiencies.

Near the completion of each major phase of the design process, the resource group director will review the project thoroughly for content, program and budget compliance, and design quality, reporting findings to the Project Manager.

Quality Assurance

CooverClark's Quality Assurance Program has developed into a five step process and includes (1) project pre-planning, (2) monitoring of document production, (3) technical check by discipline, (4) inter-discipline coordination check, and (5) Quality Assurance Officer (Principal-in-Charge) Review. Standards and guidelines of our Quality Assurance Program are established and enforced by the Corporate Board of Directors.

1. **Project Pre-Planning:** Every project begins with a Quality Assurance startup meeting. The Project Manager, the lead discipline, consultants, and the QA Officer will establish the criteria which will ultimately be used to evaluate performance on the project. These criteria would include but not be limited to:
 - a. Scope of services to be provided
 - b. Construction budget as applicable
 - c. Time schedule
 - d. Man hour allocations for each discipline and phase of work
 - e. Milestones for project review
 - f. Special Client requirements.
2. **Monitoring of Document Production:** The flow of information between the Project Manager and the design team is critical to the successful production of a set of contract documents. The Project Manager coordinates interaction between the Discipline Project Managers working on the project. Decisions which are made as a part of the on-going development of the project will be documented in the form of telephone reports, e-mail records and minutes of meetings. Any changes which are made during the process will be thoroughly checked for conflicts with other portions of the work.
3. **Technical Check by Discipline:** During the process, the designer of record for each discipline and the independent technical reviewer will review each drawing for content and completeness. The DOR and ITR will use an established checklist to review general aspects of the drawing completeness. In addition, they will compare the requirements of the project to the Drawings and Specifications, which has been produced for technical consistency. The specifications will also be reviewed for the inclusion of IBC, NGB and sustainability required inspections, other applicable code inspection requirements and any other special inspections that are required.
4. **Inter-Discipline Coordination Check:** An inter-discipline check will be conducted by the Project Manager and DQC Manager and will involve all the DOR's and consultants. This will be a total project review to ensure that all technical requirements have been met and that all system interfaces and conflicts have been resolved.
5. **DQC Manager Review:** When all elements of the design are complete, a QA Review will be conducted. The Project Manager will present the mark-up check prints and the final prints to the DQC Manager for review. The DQC Manager will act as an independent reviewer with the

technical expertise and project familiarity to competently review each aspect of the design. Checks will be made to see that standards of Quality have been followed on the drawings and by previous checkers.

Checklists

Design Review Checklists are also used to further ensure quality control with the submittals. Representative samples of these checklists are provided at the end of this document.

Design Review Changes Tracking

Design Review and Checking Systems shall be used to respond to and resolve and track Government design compliance review comments. Once comments are posted, the Project Manager will track comment annotations and ensure that all comments have been addressed. Comments that require design changes will be printed and used as a checklist during the discipline technical check, the inter-discipline coordination and the DQC Manager Review. Each comment will be verified for inclusion in the design submittal.

Designers of Record (DOR)

Principal-in-Charge/ Architectural DOR
Project Architect/Manager
Design Quality Control Manager
Project Landscape Architect
Project Civil
Project Structural
Mechanical
Project Electrical
Project Interior Design
Project Fire Protection

Carol Coover-Clark, AIA, NCARB, NCIDQ, DBIA
Carol Coover-Clark, AIA, NCARB, NCIDQ, DBIA
Charles Fielder, AIA, NCARB, LEED AP
Mike Arnold, ASLA
Rene LeBranche
Paul Duguet, PE
Wayne G. Fillion, PE
Wayne G. Fillion, PE
Carol Coover-Clark, AIA, NCARB, NCIDQ, DBIA
Wayne G. Fillion, PE

Independent Technical Reviewers (ITR)

Architectural
Civil
Structural
Mechanical
Electrical
Interior Design
Fire Protection

Edward Balkin, AIA Associate
Gary Coover, PE
TBD
James D. Vear, PE
James D. Vear, PE
Lynne Rusley, IIDA
James D. Vear, PE

1390/91 Design Schedule to be Finalized

Concept by June 2016, mandated by NGB

60% Anticipated October 2016

90% Anticipated January 2017

Final Anticipated February 2017 if early funding is available

COOVERCLARK: PROJECT APPROACH – PRELIMINARY WORK PLAN

Task 1: Goals Statement. A kick-off meeting is proposed to establish a Goals Statement for the Project that will provide all project participants with a clearly delineated set of objectives. The Project Team suggests that the participation and design process be goal driven with strong emphasis on recognizing the New Hampshire Army National Guard's (NHARNG) priorities. The goals will be comprehensive and serve as a guide to the Project Team throughout the process. The Goals Statement will address issues such as schedule/phasing priorities, design intent, 237th Military Police Company and user objectives, image issues, Master Plan involvement, integration with the RTI infrastructure, design life of the project, phasing, and budget. The kick-off meeting will be attended by the CooverClark Project Team, including consulting engineers, and by key representatives of the NHARNG. Stakeholders for the project will be identified. The meeting will also address reporting preferences, project management contacts, and confirmation of schedule.

Task 2: Programming. The Team will assess the specific 1390/91 and NGB/URC criteria in association with each proposed project element and their preliminary siting. Interviews will be held with all stakeholders identified in the goals session to make preliminary criteria assumptions and contrast a profile based on NGB standards.

Task 3: Site Analysis. A Constraint and Opportunity Analysis for the Site will be developed to delineate potential. Among the factors to be considered will be utilities, surface drainage, existing and proposed land use, ground transportation circulation patterns, pedestrian circulation patterns, long-term and short-term parking locations, existing traffic, general nearby airport operations, physical features, sun angles, view corridors, and wind factors.

Task 4: Charrette, Building Alternatives and Refinement of Design Schemes: Concept Development. The requirements will be refined and typically 2 – 3 alternatives are developed. Options are reviewed, voted upon and consensus is reached. Cost opinions will be developed. A phasing schedule will also be refined and submitted. The package will be submitted for formal NHARNG Team and NGB review.

Task 5: 35% Level Plans and Documentation as Required by NGB. Documents will be prepared based upon approved Concept Consensus Design. The set will refine the design and provide more detailed plans, sections, elevations, and equipment layouts. Project book with all NGB required documentation, including process overview, narratives for each major discipline, functional area calculations, room sheets, cut sheets, outline specifications and a line item parametric cost estimate will be provided. Project scheduling will be reviewed along with geotechnical requirements. Review with NGB FME as needed.

Task 6: Construction Documents. The Project Team will produce a clear, complete and concise set of Construction Documents with submittals at 60%, 90% and 100% of completion. The set includes adapted plans, narratives, required documents, NGB responses to comments, technical specification and adapted costs. The Construction Document Task will include any contract modifications necessary. The drawings will be produced using Revit 2015. The Technical Specifications will be created in WORD format.

Task 7: Bidding Documents. The Project Team will produce the necessary Bid plan sets and Technical Specifications for approvals and upload bid sets for a seamless Bid process. Electronic and hard copies of the Bid Documents will be produced as required by the NHARNG.

Task 8: Pre-Bid Meeting. The Project Team will assist the client by clarifying questions and producing required addenda as necessary to meet Project goals.

Task 9: Bidding Negotiation. The Project Team will attend the Bid Opening, prepare a Bid Tally Sheet, advise on bid proposals, and negotiate on behalf of NHARNG with potential awardees.

Task 10: Construction Administration. The Project Team will observe the construction phase with:

- Frequent Site Visits
- RFIs
- Change Orders
- Payment Request Review
- Acceptance and Punch List