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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

September 5, 2013

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

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, to enter into a contract with Barker Architects, Inc. (VC #253326), Concord, NH in the amount of \$84,000 for architectural and engineering services for improvements to toilet and shower facilities in various state parks effective upon Governor and Executive Council approval through June 30, 2015.  
100% Capital Funds

Funding is available in account titled, 13-195:XIII-A - State Park Improvements, as follows:

03-35-35-350030-79580000-034-500162	Capital Projects	<b><u>FY 2014</u></b> \$84,000
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**EXPLANATION**

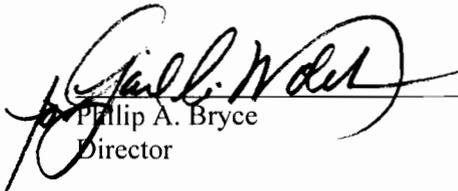
In accordance with RSA 21-I:22, the Division of Parks and Recreation issued a Request for Qualifications (RFQ) (Attachment #1) in July 2013 to select a firm to provide architectural and design services for a project to improve toilet and shower facilities at six State Parks. A notice was posted on the State's website through the Bureau of Purchase and Property, on the Division of Parks and Recreation website, and advertised through three commercial plan houses. Nine firms responded to the RFQ solicitation.

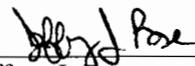
A selection committee was established by the Director of the Division of Parks and Recreation which reviewed the statements of qualifications and scored them on a pre-determined set of criteria as indicated in the RFQ. As a result, five firms were invited to be interviewed in August (a composite score of the statements of qualifications is included as Attachment #2). Subsequently, the selection committee recommended that Barker Architects, Inc. be retained.

The Attorney General's office has approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,

  
\_\_\_\_\_  
Phillip A. Bryce  
Director

  
\_\_\_\_\_  
Jeffrey J. Rose  
Commissioner

# ATTACHMENT # 1

*State of New Hampshire*  
**DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT**  
**DIVISION OF PARKS & RECREATION**  
**REQUEST FOR QUALIFICATIONS**  
**Improvements to Toilet & Shower Facilities in**  
**Various State Parks**  
**DESIGN AND CONTRACT ADMINISTRATION**

## **I. SCHEDULE**

RFQ issue date	July 10, 2013
Statement of Qualifications due date	July 30, 2013
Interviews of short listed candidates	August 13, 2013
Contract award	August 23, 2013
Governor & Council review & approval	September 18, 2013
Anticipated project start date	September 23, 2013
Project completion no later than	June 30, 2015

## **II. INVITATION**

Architectural firms are invited to submit a Statement of Qualifications for providing architectural services for improvements to 6 toilet and shower facility buildings in various New Hampshire State parks. The improvements will include renovations, additions, and new construction. The selected firm will be expected to manage the process for each site from design through construction, working under the supervision of the Department Architect in the Planning and Development Section of the Department of Resources and Economic Development (DRED).

## **III. SCOPE OF WORK**

Architectural services to be provided shall include:

- Design of renovations, additions and new construction.
- Engineering consultant services for plumbing, electrical work, ventilation, and mechanical systems.
- Preparation of bid documents including plans and specifications
- Public bidding process administration in conjunction with the Department Architect.
- Contract Administration
- Construction supervision at each site

## **IV. PROGRAM FOR IMPROVEMENTS AT EACH SITE**

Toilet and shower facilities are to be designed for a long life span, ease of maintenance, resistance to vandalism, compliance with ADA Guidelines for Accessibility, and to reinforce and enhance the established architectural character of New Hampshire State Parks.

- A. Monadnock State Park, Headquarters Area off Route 124, Jaffrey.**  
Replace Toilet building No. 1 with a new toilet building meeting the following program requirements:
1. Building size: approximately 850 sf.
  2. Women's room with 4 toilets and 2 lavatories
  3. Men's Room with 2 toilets, 2 urinals and 2 lavatories
  4. Janitors closet/storage room with slop sink and shelving for supplies
  5. Plumbing chase to provide full and easy access to all plumbing
  6. Building to be winterized to allow year round use.
- B. Moose Brook State Park, off Route 2, Gorham**  
Design an addition for shower facilities to go on an existing toilet building (built in 1964) in the campground area of the park. Design the building to provide:
1. Addition size of approximately 420 sf
  2. 4 uni-sex shower stall/changing areas with 2 of the shower stall/changing areas to be fully accessible and designed to accommodate family use.
  3. Sky lights to provide natural daylight in each stall.
  4. Mechanical ventilation controlled by a time clock
  5. Coin-operated shower controls
  6. Plumbing chase for easy service access to plumbing
  7. New interior finishes for easy maintenance such as FRP walls, solid surfacing material shower stalls, solid phenolic toilet partitions, and poured epoxy flooring.
- C. White Lake State Park, Route 16, Tamworth.**  
Renovate Toilet Building No. 2 (originally built in 1986). Renovation to provide:
1. Area to be renovated: 525 sf
  2. Replace plumbing fixtures
    - o Women's Room: 5 toilets, 1 multi-port lavatory
    - o Men's Room: 3 toilets, 2 urinals, 1 multi-port lavatory
  3. New interior finishes for easy maintenance
  4. Sky lights in each toilet room
  5. New siding and exterior trim
  6. New entrance configuration
- D. Franconia Notch State Park, Route 93, Franconia Notch**  
In Lafayette Campground, renovate the shower wing of Toilet Building No.2 (originally built in 1994):
1. Area of shower wing to be renovated: 432 sf.
  2. Gut out and remove partitioning for existing men's and women's shower rooms.
  3. Replace with 4 uni-sex shower stalls/changing areas with 2 stalls to be fully accessible and available for family use.
  4. Plumbing chase for easy service access to all plumbing.
  5. Mechanical ventilation
  6. Sky lights in each stall/changing area

7. New interior finishes for easy maintenance.

**E. Bear Brook State Park**, off Deerfield road, Allenstown.

Renovate the shower wing of Toilet Building No. 3 (originally built in 1994) in the campground area:

1. Area of shower wing to be renovated: 432 sf.
2. Gut and remove partitioning for existing men's and women's shower rooms.
3. Replace with 4 uni-sex shower stall/changing areas with 2 stalls to be fully accessible and available for family use.
4. Plumbing chase for easy service access to all plumbing.
5. Mechanical ventilation
6. Sky lights
7. New interior finishes for easy maintenance.

**F. Jericho Mountain State park**, Jericho Lake Road, Berlin.

Reconfigure the existing bathhouse at the day-use beach. Major renovation will require structural modifications to the existing building. Renovations to provide:

1. Renovated area of 1150 sf.
2. Demolish existing shower addition
3. Construct new additions for 2 new accessible shower stalls, vending machine station and janitor's closet.
4. Renovate area for new laundry room
5. Renovate existing toilet rooms providing new fixtures, new toilet partitions and new interior finishes selected for easy maintenance.
6. Sky lights in toilet rooms and shower stalls.
7. Relocated entrances
8. Extended plumbing chase to provide access to shower and laundry plumbing.

**V. REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

**A. Description of services to be provided:** Include a letter describing how the firm would approach this group of projects, how it would manage contract administration and construction supervision, what sort of project timeline you envision, and the invoicing system and payment schedule you would propose to cover your fee. **Do not make a fee proposal in your Statement of Qualifications.** The letter should provide a written commitment to participate in the project as described in your letter if selected and it must be signed by the firm principal who will manage the project.

**B. Experience:** Provide a description of the firm's experience or the principal's prior experience designing similar facilities in recreational areas or designing other projects which would provide insight valuable to the design of this set of projects. Provide resumes of the firm members who would work on these projects.

- C. **List of Projects:** Provide a list of projects completed by the firm in the last 10 years which are similar or relevant to this set of projects.
- D. **References:** Provide a list of at least 3 clients for projects of similar character or scope who will provide a reference for your firm. Include the name and telephone number of the contact person.

## VI. HOW TO SUBMIT

Submit 3 copies of the Statement of Qualifications to:

Division of Parks and Recreation

Department of Resources and Economic Development

Attention: Thomas Mansfield, Dept. Architect

Mailing Address:

PO Box 1856

Concord, NH 03302-1856

Physical Address:

172 Pembroke Road

Concord, NH

Statements of Qualifications should be delivered in a sealed envelope labeled:

“Qualifications Statement for Improvements to State Park Facilities”

Statements of Qualifications must be received by 2:00 pm on Tuesday, July 30, 2013.

For more information, contact Tom Mansfield

Tel: 603 271 2606

Email: [thomas.mansfield@dred.state.nh.us](mailto:thomas.mansfield@dred.state.nh.us)

## VII. EVALUATION PROCEDURE

Statements of Qualifications will be reviewed by a selection committee which will be composed of the Department Architect, the State Park Planner, and the Supervisor of Park Operations. Other members may be added to the committee at the discretion of the Director of the Division of Parks and Recreation.

From review of the submissions received, the selection committee will designate a short list of the most suitable candidates for these projects. Usually the short list has 3 candidates but the number selected is up to the committee. The short listed candidates will be invited to be interviewed. The interview date will be Tuesday, August 30 and the interviews will be conducted at DRED's office in Concord.

Firms will be ranked by the selection committee in order of preference based on the following criteria with each category weighted in the scoring as indicated:

- Proposed approach to managing the project 30 points max
- Experience of the firm and the project team with similar or relevant projects 30 points max
- Ability of the project team to work with the DRED project manager amenably, to coordinate with the DRED project manager effectively, and to improve the

efficiency of the Planning and Development Section in carrying out improvements in State Park facilities.

40 points max

### **VIII. AWARD OF THE CONTRACT**

Since this is a qualifications-based consultant selection process, the short listed candidates will be ranked in order of preference without consideration of the consultant's fee requirements. After the candidates have been ranked, fee negotiations will be opened with the top ranked candidate. If agreement on the fee amount can be reached, a contract will be issued for signatures and forwarded to the Governor and Executive Council for approval after which the project can go forward. If no agreement is reached, negotiations with that candidate will be terminated and negotiations will be opened with the next highest ranked candidate. This process will continue until an agreement is reached or the Director of the Division of Parks and Recreation exercises his right to reject any or all proposals.

The scope of work and the program for improvements at each site as described in this document is realistic under current circumstances, however, the scope of work may increase or decrease at the discretion of the Director until a contract is signed.

**Supplement to Attachment #1  
Under Article VII, Evaluation Procedure**

The Selection Committee was composed of:

- Thomas Mansfield, Department Architect
- Michael Housman, Supervisor of Park Operations
- Johanna Lyons, Park Planner

# ATTACHMENT # 2

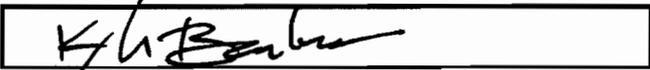
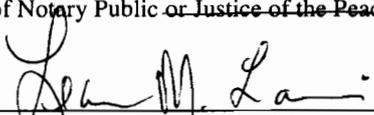
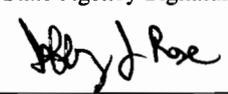
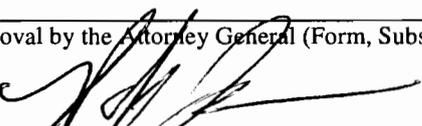
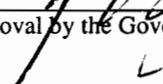
Consultant	Experience (30)	Approach (30)	Coordination (40)	Total
Phillips-Hungerford + Swanson + Pagano	22.6	22.3	27.6	72.5
Jordan Design	25.6	23	32.6	81.2
Alba Architects, LLP	20	23.3	25	68.3
Barker Architects, Inc	24.3	26	31	81.3
TLB Architects, LLC	30	27	30.6	87.6
Oak Point Associates	20	22.3	25	67.3
Architechnology	23.6	23.3	26.6	73.5
Warrenstreet Architects	23.3	21.6	21.6	66.5
Amoskeag Architectural Group	22.3	22.6	24.3	69.2

Subject: Improvements to Facilities in Various State Parks FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Resources and Economic Development		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03302-1856	
1.3 Contractor Name Barker Architects, Inc.		1.4 Contractor Address 8 Kearsarge street, Concord, NH 03301	
1.5 Contractor Phone Number 603-225-3160	1.6 Account Number 7958-034-500162-35B	1.7 Completion Date June 30th, 2015	1.8 Price Limitation \$ 84,000.00
1.9 Contracting Officer for State Agency Thomas Mansfield		1.10 State Agency Telephone Number 603-271-2606	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory KYLE BARKER, PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>8/27/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace LEANNE M. LAVOIE, Notary Public My Commission Expires October 3, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>9/6/13</u>			
1.18 Approval by the Governor and Executive Council By:  On:			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials KTS  
Date 8-27-13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION**

**Improvements to Toilets and Showers Facilities in Various State Parks**

**Project PR 1425**

**EXHIBIT A**

**SUMMARY OF THE WORK:** The intent of the contract is to provide architectural and engineering services to improve 6 toilet and shower facility buildings in various New Hampshire State Parks. The Scope of work will include:

- a) Initial on site assessment of each building;
- b) Design of renovations, additions or new construction at each site;
- c) Preparation of bid documents including plans and specifications;
- d) Facilitation of the public building process;
- e) Contract administration in conjunction with the DRED Department Architect and
- f) Construction Administration.

**EXHIBIT B**

**Payments shall be made monthly upon receipt of detailed invoices and proof of completion of the work.**

**The total contract shall not exceed \$84,000**

**EXHIBIT C**

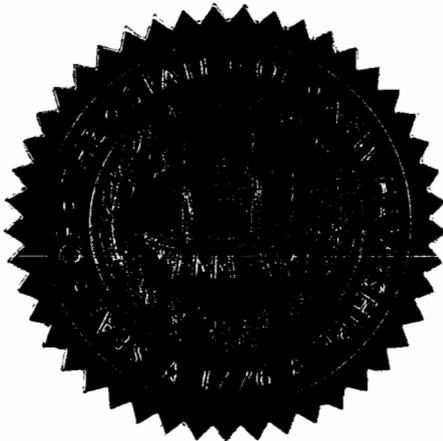
**The provisions of 14.1.1 and 14.1.2 under the Insurance requirement for this P-37 Contract Agreement are hereby waived and replaced with Professional Liability in amounts not less than \$1,000,000 per claim and \$1,000,000 per aggregate.**

**TM/jed**

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Barker Architects, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 3, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28<sup>th</sup> day of August, A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Kyle Barker, AIA, President of the  
(Corporation Representative Name) (Corporation Representative Title)  
Barker Architects, Inc., do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting President of the  
(Corporation Representative Title)  
Barker Architects, Inc. a NH corporation (the "Corporation");  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

15 day of February, 2013, which meeting was duly held in accordance with

NH law and the by-laws of the Corporation:  
(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Resources and Economic Development, providing for the performance by the Corporation of certain Architectrual services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Kyle Barker, AIA President Name  
N/A Vice President Name  
N/A Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the

[Signature]

of the Corporation and have affixed its corporate seal this 27 (Title) day of AUGUST, 2013

PRESIDENT  
(Title)

(Seal)

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 27<sup>th</sup> day of Aug., 2013, before me, Leanne M. Lavoie, the undersigned officer, personally appeared Kyle Barker, who acknowledge her/himself to be the

[Signature], of President Barker Architects, Inc., a corporation, and that she/he/as

(Title) (Name of Corporation)

such Barker Architects, Inc. being authorized to do so, executed the foregoing instrument for the

(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Kyle Barker

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]  
Notary Public/Justice of the Peace

LEANNE M. LAVOIE, Notary Public  
My Commission Expires October 3, 2017

My Commission expires: \_\_\_\_\_

