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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 28, 2023

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

REQUESTED ACTION

- 1) Authorize the Department of Administrative Services to enter into an agreement with Smith, Alvarez, Sienkiewicz Architects, P.C. (VC#260846) Burlington, Vermont, for a total price not to exceed \$532,150 for Project Number 81267R Contract A, Londonderry 512-Patrol and Salt Shed Replacements, Londonderry, New Hampshire. This contract is effective upon Governor and Council approval through the completion of construction administration services, estimated to be April 30, 2025, unless extended in accordance with the contract terms. **100% Capital Funds.**
- 2) Further authorize that a contingency in the amount of \$45,650 be approved for unanticipated design expenses for the Londonderry 512-Patrol and Salt Shed Replacements, bringing the total to \$577,800. **100% Capital Funds.**
- 3) Further authorize the amount of \$30,000 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC#311152), for engineering services provided, bringing the total to \$607,800. **100% Capital Funds.**

Funding is available in account titled Department of Transportation, as follows:

	<u>FY 2024</u>
04-96-96-960030-93500000 L21:2I3-Londry 512 Slt Shd Re	
034-500161 – New Construction	\$ 532,150
034-500161 – New Construction - Contingency	\$ 45,650
034-500161 – New Construction - DPW Fees	<u>\$ 30,000</u>
Grand Total	\$ 607,800

EXPLANATION

Pursuant to Chapter 107:2, I, 3, Laws of 2021, Londonderry 512 - Patrol and Salt Shed Replacements, funds are available for the design and construction of a new Patrol and Salt Shed in Londonderry, NH. This contract is for professional design and construction administration services for the new 6,400 SF Patrol Shed and 2,000 SF Salt Shed. The Patrol Shed will include vehicle storage, bathroom and locker room space, an office, and crew quarters for up to fifteen (15) crew members. The Salt Shed will be sized to store 1,500 tons of road salt, which is the estimated supply needed to treat the roads for the full winter season. It is anticipated that the water service will need to be upgraded to support a fire suppression system in the Patrol Shed. The new facility will be located on the existing site. The construction documents will be delivered by April 30, 2024 and the construction administration services will be completed by approximately April 30, 2025, unless extended in accordance with the contract terms.

The existing facility is undersized to meet the level of service requirements and is not capable of storing maintenance vehicles. The existing Patrol Shed was built in 1954, is only 2,555 SF and does not meet current building codes. The Salt Shed was built in 1988 and is badly deteriorating. In addition, the location of the Salt Shed makes accessing the salt inefficient and the lean-to structure requires a large footprint on the site for salt storage. The new Salt Shed will have a smaller footprint and store salt in a more efficient and accessible manner.

In June 2022, 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 and construction administration of a new patrol and salt shed in Londonderry.

Three (3) consultant firms submitted letters of interest and qualifications and were considered for this assignment. These consultant firms were evaluated based on their submitted qualifications, including applicable experience of the firms and team members.

Frank Anzalone Associates
HL Turner Group
Smith Alvarez Sienkiewicz Architects

Ultimately a short list of two (2) firms was developed and these firms were requested to submit a technical proposal and attend an interview with the Consultant Selection Committee. These consultant firms were rated on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment.

Interviews were held with the following two (2) Consultant firms on August 30, 2022.

HL Turner Group
Smith Alvarez Sienkiewicz Architects

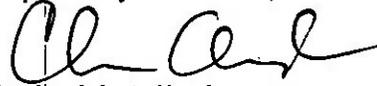
Based on their technical proposal, presentation and experience on projects of a similar nature, the firm of Smith Alvarez Sienkiewicz Architects was chosen as best qualified for the project. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience. The Consultant

Selection Committee included representatives from the Department of Transportation and the Division of Public Works Design and Construction. An explanation of the Consultant Selection Committee is also provided, herewith, for your information.

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

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



Charles M. Arlinghaus,
Commissioner

Explanation of Consultant Selection Committee
Londonderry 512 – Patrol and Salt Shed Replacements, Project #81267R-A

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 Division Director plus two other Project Managers.

The **Director** 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 **Deputy Director** 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 for which the consultant is being hired, brings additional expertise concerning the capabilities of various consultants. His architectural/engineering knowledge and years of project management experience provide a more detailed perspective about the various consultants’ strengths or weaknesses and how they would fit with the project needs.

Mark Kirouac is the **Assistant Administrator of the Bureau of Highway Maintenance at the NH Department of Transportation (NHDOT)**. He has been in this position for 17 years and oversees the maintenance of highways and highway structures. Prior to his position at the NHDOT, Mark worked for NH Fish and Game as a Project Manager III for 5 years. His private sector experience included work as a geotechnical engineer and Principal in Charge of geotechnical engineering firms.

Gary Clifford is a **Civil Engineer III** at the NHDOT, Highway Maintenance District 5. His duties as civil engineer/maintenance supervisor include supervising the complete building system maintenance of at least 19 facilities in the south-central portion of the State. He has been the primary District 3 and District 5 contact for the reconstruction of eight (8) highway maintenance facilities. Prior to working for the NHDOT, Gary worked for a number of consulting firms as a geotechnical engineer and environmental consultant. His positions varied from Staff Engineer to project manager.

Position Title	Committee Member	Years of Experience
Director	Theodore Kupper, P.E.	9 years State service 35 years private sector
Deputy Director	Michelle Juliano, P.E.	35 years State service
Project Manager III	Caitlyn Stubbs, R.A.	6 years State service 2 years private sector
Assistant Administrator, NHDOT	Mark Kirouac, P.E.	22 years State service 20 years private sector
Civil Engineer III, NHDOT	Gary Clifford	27 years State service 10 years private sector

PATROL & SALT SHED REPLACEMENT
Consultant Long List

E-mailed Hard
 Copy

No.	Name	Address	Previous Relative Experience		
1	Anzalone Associates, Frank	PO Box 1016, New London, NH 03257		✓	✓
2	Smith-Alvarez-Sienkiewicz Architects	117 Saint Paul Street, Burlington, VT 05401		✓	✓
3	The HL Turner Group, Inc	127 Locke Road, Concord NH 03301		✓	✓
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18					

Interview/Selection date: 30-Aug-22

**COMMITTEE PROPOSAL RATING FOR
Londonderry Patrol and Salt Shed Replacement**

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
HL Turner Group							85.0
<i>Michelle Juliano</i>	4	4	3	4	4	19	
<i>Caitlyn Stubbs</i>	5	5	5	5	4	24	
<i>Gary Clifford</i>	4	4	4	4	4	20	
<i>Mark Kirouac</i>	5	4	4	5	4	22	
Smith Alvarez Sienkiewicz							94.0
<i>Michelle Juliano</i>	5	5	5	5	5	25	
<i>Caitlyn Stubbs</i>	5	5	5	5	5	25	
<i>Gary Clifford</i>	4	4	4	4	5	21	
<i>Mark Kirouac</i>	5	4	4	5	5	23	

Project: Patrol and Salt Shed Replacements

Posting Date: June 20, 2022

Scope of Work: The Division of Public Works is seeking architectural firms interested in providing design and construction administration services for a NHDOT Patrol and Salt Shed Replacement Project.

NHDOT intends to replace the District 5 Highway Maintenance Patrol Section PS512 facility in Londonderry. The current patrol and salt sheds are undersized to meet the necessary level of service requirements. The new facility will allow for storing maintenance vehicles and will meet current building codes. The new facility will be located on the same site as the existing facility.

Services Required: A

No. of Responses 3 ¹⁵

Received: 7/22/22, 3 LOI's were submitted

Short List: On July 18, 2022, the Department selected three (3) firms and sent each a request for a technical proposal for further evaluation: The H.L. Turner Group; Smith-Alvarez-Sienkiewicz; Frank Anzalone Associates

All 3 firms who submitted LOI's were shortlisted and were sent an RFP. Anzalone withdrew their interest so only 2 firms submitted technical proposals which were rated for final selection.

SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C.

**Unanimous Written Consent of Shareholders
To Action in Lieu of Special Meeting**

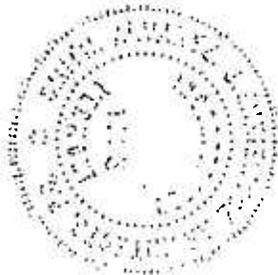
The undersigned, being the duly authorized and registered holders of all of the issues and outstanding shares of voting stock of Smith, Alvarez, Sienkiewicz Architects, P.C., a professional corporation organized and existing under the laws of the State of Vermont (the "Corporation"), do hereby, individually and collectively, consent that the following actions be taken as and for actions of the Corporation and its shareholders in lieu of a special meeting as authorized and permitted under Section 11A V.S.A. '7.04(a):

RESOLVED, that Martin Val Sienkiewicz, Vice President of the Corporation, is hereby authorized to sign and execute any and all contracts and agreements between the Corporation and the State of New Hampshire Department of Administrative Services - Division of Public Works Design & Construction, of Concord, New Hampshire relating to an agreement or agreements to perform architectural services.

Under the provisions of Vermont's Business Corporation Act, the within Unanimous Consent has all the legal effect of a vote taken at a duly warned and noticed meeting of the shareholders and may be described as a meeting, meeting vote or vote of the shareholders in any document.

Dated:

June 20, 2023




Stephen Harrison Smith, III, Shareholder


Brenda Temple Alvarez, Shareholder


Martin Val Sienkiewicz, Shareholder

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C. is a Vermont Professional Profit Corporation registered to transact business in New Hampshire on April 14, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 724371

Certificate Number: 0006231187



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



SMITALV-01

VIGNESHSWAMY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. PO Box 4509 723 Concord Avenue Saint Johnsbury, VT 05819	CONTACT NAME: Paula Bernier	
	PHONE (A/C, No, Ext): (802) 751-7810	FAX (A/C, No): (802) 748-1208
	E-MAIL ADDRESS: paula.bernier@nfp.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Citizens Insurance Company of America	NAIC # 31534
	INSURER B: Allmerica Financial Alliance Insurance Company	10212
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Smith Alvarez Sienkiewicz Architects PC
117 St. Paul Street
3rd Floor
Burlington, VT 05401

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 INSR	SUBR WVD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	OBVD069029	11/9/2022	11/9/2023	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	<input type="checkbox"/> 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			OBVD069029	11/9/2022	11/9/2023	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 RETENTION \$			OBVD069029	11/9/2022	11/9/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Product Complet \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WKVD069078	11/9/2022	11/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabil			OBVD069029	11/9/2022	11/9/2023	Limit / Ded. \$5,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Londonderry 512 - Patrol and Salt Shed Replacements | Project Number: 81267R | Contract A

STATE, its agencies, and its agents and employees are named Additional insured as respects to General Liability so long as a written contract or agreement to such exists with the named insured prior to a loss.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Department of Administrative Services
7 Hazen Drive - Room 250
Concord, NH 03301

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

Paul Bernier



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

AGREEMENT FOR
LONDONDERRY 512 PATROL AND SALT SHED REPLACEMENTS
LONDONDERRY, NEW HAMPSHIRE
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S PROJECT NUMBER 81267R
CONTRACT A

SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C.
117 SAINT PAUL STREET
BURLINGTON, VT 05401

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated October 26, 2022 from Smith, Alvarez, Sienkiewicz Architects, P.C. 28 pages.
2. Exhibit 'B': Smith, Alvarez, Sienkiewicz Architects, P.C Wage Rates, 1 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program from Smith, Alvarez, Sienkiewicz Architects, P.C, 1 page.

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 81267R, CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 20th day of June in the year 2023 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the COMMISSIONER OF THE TRANSPORTATION, hereinafter referred to as the USING AGENCY, and the COMMISSIONER OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, hereinafter referred to as the DEPARTMENT, acting under NH RSA chapter 21-I, as amended, and Smith, Alvarez, Sienkiewicz Architects, P.C (Vendor Number 260846), hereinafter referred to as the CONSULTANT, witnesses that:

WHEREAS, the 2021 Regular Session of the General Court of the STATE appropriated funds for the design and construction administration services of the Londonderry 512 - Patrol and Salt Shed Replacements, Londonderry, NH, Per Chapter 107:2, I, 3, Laws of 2021.

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, as an independent contractor and not as a STATE agent or employee, to perform the professional services required for the planning, design, and construction of the project including but not limited to feasibility studies, programming, site and building assessments and inspections, construction documents, computerized building simulation, life cycle costing, and on-site observation, as required for the project, in accordance with Exhibits 'A', 'B' and 'C' and the following terms and conditions for payment of a lump sum fee, not-to-exceed Five Hundred Thirty Two Thousand, One Hundred Fifty Dollars and Zero Cents (\$532,150.00). The CONSULTANT agrees to accept this amount as full compensation for the combined total cost of all work, expenses and profit.

THE PROFESSIONAL STUDY SHALL CONSIST OF THE FOLLOWING:

This contract is for professional design and construction administration services for a new 6,400 square-foot

Patrol Shed and 2,000 square-foot Salt Shed in Londonderry, NH.

The Patrol Shed will include vehicle storage, bathroom, and locker space, an office, and crew quarters for up to

Fifteen (15) crew members. The Salt Shed will be sized to store 1,500 tons of road salt which is the estimated

supply needed to treat the roads for the full winter season. It is anticipated that the water service will need to be

upgraded to support a fire suppression system in the Patrol Shed.

The new facility will be located on the existing site.

PART I 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. Payment will be based upon the
 - A. Direct Labor Rate. The maximum Direct Labor Rate allowed for all labor classifications under this AGREEMENT shall be \$80 per hour for the life of the AGREEMENT.
 - B. Contract Labor Rate. The Contract Labor Rate is the sum of the Direct Labor Rate and the Overhead and Burden.
 - C. Fixed Fee. A Fixed Fee for profit and non-reimbursed costs shall be a negotiated amount based upon the estimated risk to be borne by the CONSULTANT. The maximum Fixed Fee shall be 12% of Contract Labor Rate.
3. Payment will be calculated as follows:
$$\text{Contract Labor Rate (\$/hr)} + \text{Fixed Fee [12\% maximum] (\$/hr)} = \text{Total Hourly Wage per employee.}$$
4. 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 16%
 - B. Design Development Phase 39%
 - C. Construction Documents Phase 76%
 - D. Bidding and Negotiation Phase 80%
 - E. Construction Administration Phase 100%
5. For the CONSULTANT'S additional services in making major revisions in drawings, specifications, and other documents when such revisions in the Construction Documents Phase and/or the Construction Phase are required and are inconsistent with written approval or instructions previously given, and are due to causes beyond the control of the CONSULTANT, as approved by the DEPARTMENT, compensation shall be based on wage rates provided in Exhibit 'B'.
6. Employees not listed on Exhibit 'B' shall be compensated at a multiple of two and one quarter (2.25) times the employee's Direct Personnel Expense.
7. Additional services of professional sub-consultants shall be computed at a multiple of one and one tenth (1.1) times the amount billed to the CONSULTANT for such services.
8. Direct personnel expense of employees engaged on the project includes architects, engineers, and other technical employees in producing drawings, specifications, and other documents

pertaining to the project. Such expenses shall include cost of salaries as well as mandatory and customary benefits.

9. All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total agreed upon not-to-exceed lump sum fee amount. All sub-consultant costs may also be subject to audit by the STATE and Federal Governments.

PART 2 ASBESTOS

- I. 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

- I. 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:

- I. 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 24 inches by 36 inches with a 1/2-inch border and a binding border of 1-1/2 inches, unless larger sheets are approved by the DEPARTMENT.
3. The CONSULTANT with the cooperation of the DEPARTMENT shall prepare the technical specifications in the Construction Specifications Institute's format. Specifications shall be on "bond paper" suitable for reproduction. The Drawings which have been completed by a computer aided drafting system shall be presented to the DEPARTMENT in .DXF or the Department's latest release of AutoCad format. Back of the Plan Sheets shall be labeled with its corresponding electronic file name. The Specifications which have been completed by a computerized word processing system shall be presented to the

DEPARTMENT in the Department's current release of Microsoft Word format. The formats and file names shall be clearly identified on the compact discs.

4. The CONSULTANT shall provide an original wet seal(s) on final construction documents.
5. The CONSULTANT shall advise the DEPARTMENT of any adjustments to previous statements of probable construction costs indicated by changes in program or requirements and shall deliver to the DEPARTMENT a detailed construction cost estimate based on all items of the construction documents.
6. The CONSULTANT shall deliver three (3) sets of prints of the working drawings and specifications to the DEPARTMENT for final review and authorization to proceed to the next phase prior to submitting the original construction documents.
7. The CONSULTANT shall include an affidavit confirming that the construction documents have been reviewed by the CONSULTANT in accordance with the CONSULTANT'S quality assurance/quality control (QA/QC) program provided in Exhibit "C".
8. BIDDING AND NEGOTIATION PHASE: The CONSULTANT shall assist the DEPARTMENT in preparing the necessary addenda, during the bidding period, and shall assist in negotiations, as required, prior to award of the construction contract.
- 9.

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 weekly visits to the site to familiarize itself generally with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Contract documents, and shall require its sub-consultants to visit the site upon its request to inspect the work in progress. The CONSULTANT shall, to the best of its ability, notify the DEPARTMENT as to defects and deficiencies in the work of the Contractor. The DEPARTMENT reserves the right to require the CONSULTANT to make visits to the site, more frequently or less frequently than weekly, as ordered by Project Architect/Engineer of the 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 ~~APRIL 30, 2024~~. The CONSULTANT shall provide Construction Administration Phase services through the Final Completion of the Project.

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 DIVISION 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 DIVISION 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 NH RSA chapter 281, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, workers' compensation insurance, and require its sub-consultants to do likewise. The CONSULTANT shall furnish the DIVISION OF PUBLIC

WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

2. Further agreed that, in accordance with NH RSA 21-I:80, II, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, professional liability insurance (errors and omissions) providing protection to the STATE for the CONSULTANT'S acts and omissions. 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 per claim. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
3. Further agreed that, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this 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, its agencies, and its agents and employees to be named as additional insureds). The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
4. Further agreed, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this 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 combined single limit for bodily injury and property damages. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
5. All of the insurance policies required by this AGREEMENT shall require the insurer to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.
6. The certificates shall evidence the required coverage, retention (deductible) and cancellation clause. The CONSULTANT shall have a continuing duty to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with new certificates of insurance as the policies are amended or renewed. Failure to comply with the insurance requirements of this AGREEMENT may result in a delay in processing requisitions, stopping work on the project, or other consequences.

PART 12 GENERAL PROVISIONS:

1. Severability Clause: If any provision of this AGREEMENT is declared to be invalid, the remainder of the AGREEMENT will be deemed valid and enforceable.
2. Applicable Law: This AGREEMENT is governed by, and shall be construed in accordance with, New Hampshire law.
3. Ownership of Documents: 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.

Smith, Alvarez, Sienkiewicz Architects, P.C.

DATED: June 20, 2023

BY: 

MARTIN SIENKIEWYCZ
(PLEASE PRINT NAME)

marty@sasarchitects.com
(EMAIL ADDRESS)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 6/22/23

BY: 

Charles M. Arlinghaus
Commissioner

USING AGENCY:
DEPARTMENT OF TRANSPORTATION:

DATED: 6/23/23

BY: 

William J. Cass
Commissioner

ATTORNEY GENERAL:

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

DATED: _____

BY: _____

SECRETARY OF STATE:

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

DATED: _____

BY: _____

Secretary of State

Smith, Alvarez, Sienkiewicz Architects, P.C.

DATED: June 20, 2023

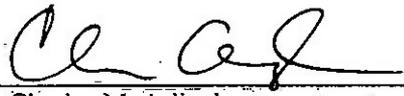
BY: 

MARTIN SIENKIEWICZ
(PLEASE PRINT NAME)

marty@sasarchitects.com
(EMAIL ADDRESS)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

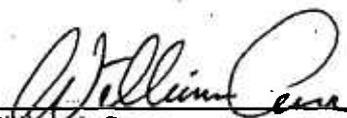
DATED: 6/22/23

BY: 

Charles M. Arlinghaus
Commissioner

USING AGENCY:
DEPARTMENT OF TRANSPORTATION:

DATED: 6/23/23

BY: 

William J. Cass
Commissioner

ATTORNEY GENERAL:

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

DATED: 7/11/23

BY: 

SECRETARY OF STATE:

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

DATED: _____

BY: _____
Secretary of State

September 22, 2022 (Revision 3 - October 26, 2022)

State of New Hampshire
Division of Public Works Design and Construction
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483

Attn: Caitlyn Stubbs

Re: Architectural and Engineering Services
Londonderry Patrol and Salt Shed Proposal

APPROVED

By Roger E. Dionne at 8:45 am, Nov 07, 2022

#81267R-A Not-to-Exceed \$532,150
Include contingency \$45,650

MW 11/25/22

Dear Caitlyn:

Smith-Alvarez-Sienkiewicz Architects is pleased to submit the following proposal for architectural and engineering services for a new Patrol and Salt Shed in Londonderry, NH. We understand that the project budget is \$6,750,000 which includes demolition and construction costs, architectural and engineering fees, DPW fees, permit fees, commissioning services, etc. For purposes of this proposal, we will assume that soft costs will total 15% of the project budget leaving about \$5,737,500 for a construction budget.

This proposal is in response to your request for Proposal dated September 1, 2022 and is based on our preproposal meeting that included SAS, Tighe and Bond, Yeaton MEP, you, Roger Dionne, Gary Clifford, and Mark Kirouac. We understand from the preproposal meeting that DOT proposes to provide the following services and documents to the design team:

- Topographical survey
- Contact all abutting landowners
- Wetland delineation and survey
- Natural heritage and historic site review
- Hazardous material survey and possible building abatement
- If contaminated soils are found, they will be removed during construction by the contractor
- Geotechnical engineering including borings, test pits, report and add boring locations to the survey

We understand that the Patrol Shed will be similar to recent Patrol Sheds built in Lisbon and Salem and that DPW will provide plans of both facilities for reference. The Patrol Shed building is anticipated to be 80' x 80' and will include vehicle storage, bathroom and locker room space, an office, and crew quarters for up to 15 crew members. The Salt Shed will be sized to store 1,500 tons of road salt, approximately 2,000 SF. It may be a reinforced concrete structure with a fabric roof system or other type of construction to be determined based on cost. The current fuel point on site will be removed as part of the project. The owner has decided to have a wood boiler system with natural gas backup. See Salem patrol shed for comparable design by Yeaton.

This proposal assumes that the project is designed and built as a single phase with one General Contractor and one construction administration phase.

Our proposal follows and is broken into three parts; Services, Fee and Schedule:

SERVICES:

1. Based on drawings of other facilities provided by DPW and discussions with you, prepare a written Building Program to define the project parameters. Review with you and refine in response to comments.
2. Based on the approved Building Program, prepare Schematic Design documents for review and approval. Review and refine in response to your comments.
2. Review current Building Codes as they relate to the project and issue a summary report.
3. Prepare a preliminary construction cost estimate for the work at the end of the Schematic Design phase. Update at the end of the Design Development phase and at about 65% through construction documents.
4. Based on the approved Schematic Design documents, prepare Design Development documents including drawings and preliminary specifications that define general building design, including proposed materials, finishes and construction. Review and refine in response to your comments.
5. Based on approved design documents, prepare Construction Documents including drawings and specifications in enough detail for you to bid, award and construct the project.
6. Review the construction documents with NHDPW and NHDOT for approval.
7. Assist you with plan review and permit application to the State Fire Marshall Office.
8. Assist you in bidding the project. Answer questions during the bidding period and issue any addendum.
9. Provide construction administration services including review of submittals and Contractor's Applications for Payment. Attend a Pre-Construction Meeting, regularly scheduled job meetings during construction and one punch-list inspection at Substantial Completion. Issue field reports and other correspondence including response to questions and RFI's as needed. For purposes of this proposal, approximately 24 on-site job meetings are included. This includes 1 meeting every other week for 9 months.

This proposal includes the services of Tighe & Bond for Civil/Site and Permitting assistance, Artisan Engineering for Structural engineering, and Yeaton MEP for Mechanical, Electrical and Fire Protection engineering. We have also included the services of Tom Barden for cost estimating.

Consultant Proposals are attached for a complete description of their proposed scope of services.

FEE:

We propose to provide the basic services outlined above for a fixed fee as follows:

	<u>Schematic Design</u>	<u>Design Development</u>	<u>Construction Documents</u>	<u>Bidding</u>	<u>Construction</u>	<u>TOTAL</u>
SAS Architects:	\$46,500	65,000	126,000	14,500	59,000	\$311,000
Tighe & Bond	4,500	15,000	21,250	5,000	10,500	56,250
Artisan Engineering	4,250	8,250	8,250	500	8,250	29,500
Yeaton MEP	27,000	27,000	35,000	1,000	22,500	112,500
Tom Barden (Cost Estimating)	<u>3,000</u>	<u>2,500</u>	<u>2,000</u>	<u>0</u>	<u>0</u>	<u>7,500</u>
BASIC SERVICE FEE	85,250	117,750	192,500	21,000	100,250	516,750
Reimbursable Expenses						<u>15,400</u>
TOTAL						\$532,150

- (1) Reimbursable expenses are included in our fee and include mileage for 30 site visits through design and construction, standard photocopies, plots, postage and phone throughout the project and a PDF set of drawings and specifications with one full-size set of prints at each phase of design and a CD at 100% construction documents containing PDF files of drawings and specifications with one full-size set of drawings and specifications. We will provide CAD Files of drawings and specifications in Word format. Our consultants' standard reimbursable expenses are included and include mileage and printing costs.

The following services are itemized and would be in addition to the Basic Services fee above. All associated fees are listed as a contingency to be used if authorized by DPW. All fees include the consultant cost plus 10% management and coordination fee for SAS.

- | | |
|---|--------------|
| 1. Solar PV Support, Design by PV Vendor (Yeaton): | 5,500 |
| 2. Alteration of Terrain Permitting (T&B): | 12,100 |
| 3. Extend Municipal Waterline (T&B): | 10,450 |
| 4. Wetlands Permitting (T&B): | 9,350 |
| 5. <u>Salt Shed Fabric Roof Structure (TBD) (AE):</u> | <u>8,250</u> |

TOTAL CONTINGENCY FEE: \$45,650

Our proposal does not include the following:

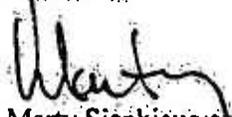
- Hazardous material testing or abatement.
- LEED analysis, documentation, or certification.
- Permit fees and permitting beyond that noted above.
- Geotechnical soil borings and report.
- Special Inspections in accordance with IBC.
- Topographic survey including subsurface piping and utilities.
- Geothermal heating and cooling system

SCHEDULE:

We understand that you would like to have Construction Documents complete and ready to bid by the end of August 2023 with an early 2024 spring construction start with construction completion anticipated by October 31, 2024. Provided we receive prompt notice to proceed and direction during the process, we will meet this schedule.

Thank you for the opportunity to submit this proposal. We look forward to continuing our work with NHDPW and DOT.

Sincerely,



Marty Sienkiewicz
for Smith-Alvarez-Sienkiewicz Architects

October 11, 2022

Cheryl Dowling
Smith Alvarez Sienkiewicz Architects
117 St Paul Street
Burlington, Vermont 05401

**Re: Proposal for Professional Consulting Services
Londonderry Patrol & Salt Shed
469 Mammoth Road, Londonderry, New Hampshire**

Dear Cheryl:

We appreciate the opportunity to work with SAS Architects again. Based on the material you provided and our call with NHDPW and NHDOT on September 14, 2022, we have developed this proposal for services for Site Design, Permitting and Construction Phase Services of the new patrol and salt sheds located on Mammoth Road in Londonderry, New Hampshire. As requested, we have prepared the following scope proposal for engineering services associated with this project.

Project Understanding

The proposed project will include the construction of a new 6,400 to 8,000 sf NHDOT patrol shed, a new salt storage building to store up to 1,500 tons of salt, and associated parking, drainage, and utility improvements to the existing site. The four existing sheds on the site and the fueling facility will be demolished. The material storage area to the rear of the property will remain and be kept accessible during the length of construction. The existing spreader rack and brine tank will also remain on the site.

This proposal will set forth the Scope of Services, Schedule of Work, and Fees for the Consulting Services listed below.

Scope of Work

Phase 1: Conceptual Designs

Utilizing the survey plan to be provided by NHDOT, Tighe & Bond will prepare conceptual site layouts that incorporate the existing driveway from Mammoth Road, two proposed shed locations (salt shed and patrol shed), vehicular and truck turning movements, and a parking layout to meet the requirements of the site. Deliverables will include:

- Up to two (2) Overall Conceptual Site Plan Alternatives
- Final Conceptual Site Plan based on feedback from the Project Team

As part of this phase, we have included up to three virtual meetings including a kickoff, review of initial concepts, and final conceptual site plan review.

Phase 2 – Site Plan Design

Task 1 – Design and Construction Documents

Work under this phase will include preparing a Site Plan Package to be included as part of the Construction Documents. As part of this phase, Tighe & Bond will prepare Construction Drawings and Division 2 Specifications for the project. These documents will incorporate

comments from the project Team and review agencies, as applicable, as well as final construction level details and refinements to the design. The documents can then be included in the Project Manual that will be used for bidding. We have assumed NHDPW will take the lead on bidding the project and will use their own "front end" contract documents for securing a contractor for the project.

This task will include coordination with the project team for the building program and utility requirements. Plans will be prepared in accordance with NHDOT Specifications. Plans will also incorporate tenant standards provided to us by the project team. When there is a conflicting standard between tenant and local requirements, we have assumed SAS will provide us clarification on the standard to follow. At this time, we expect to complete the following plans:

- Existing Conditions/Demolition Plan
- Site/Layout Plan
- Grading, Drainage, and Erosion Control Plan
- Utilities Plan
- Erosion Control Notes & Details
- Details Sheets

The design phase will include a 30%, 60%, 90% design review submission and a final 100% submission for bidding. We will provide an Opinion of Probable Construction Costs (OPCC) at the 60% design review phase.

As part of this task, we will prepare a stormwater design to mitigate the potential increase in impervious surfaces and an associated stormwater memorandum. We assume that any test pits or infiltration testing required for the drainage design will be performed by the NHDOT geotechnical engineer.

This task assumes that water will be provided by a new on-site well. If an off-site water service extension is required, services will be performed as part of Phase 6 – Additional Services as outlined below.

Work for this task will begin within two weeks of receiving Authorization to Proceed and receipt of the information to be provided by the Client. We will work with the project team to determine a mutually agreeable schedule for project review submissions.

Task 2 – Project Meetings

At this time, we anticipate the following meetings:

- One site visit/project kick-off meeting;
- Six virtual client/design team meetings; and

Phase 3: NHDES Subsurface Disposal System (Septic)

The project will require an NHDES Subsurface Disposal Permit for a new septic system to service the patrol shed bathrooms and showers. As part of this task, Tighe & Bond will witness test pits in the proposed effluent disposal area, prepare the design plans, and file an application to the NHDES Subsurface Systems Bureau. The design will be according to state regulations and will be submitted electronically via the NHDES website. We have assumed one round of revisions will be made based on comments received by the NHDES.

As part of this task, we have excluded the cost of an excavator on-site since as we have assumed the NHDOT will provide a machine and operator to dig the test pits, as discussed.

Phase 4 – Bidding Assistance

Services under this phase includes working with SAS and the NHDPW to coordinate and publicly bid the project. This work includes assisting the NHDPW in preparing the project manual, compiling, and issuing the Construction Drawings in accordance with the NHDPW protocols, answering questions during bidding, issuing one (1) addendum if required, and assisting in the review of the construction bids once received.

Work for this phase will begin after Authorization to Proceed. We will work with SAS and the NHDPW to determine a mutually agreeable schedule for bidding.

Phase 5 - Construction Phase Services

Tighe & Bond will provide SAS and the NHDPW with construction phase services. Based on our experience with similar projects, we estimate that the duration of the construction of the new patrol shed, salt storage shed, and related site improvements will be approximately 12 months, however we anticipate that the duration of the project that relates to the site improvements will be 3 months. Our proposed scope for the construction phase is as follows.

We will review the Contractor's shop drawings, samples, and submittals required by the Contractor. We will log and track shop drawings, samples, and submittals using Procore (or as requested by SAS, NHDOT, and/or NHDPW). The project team will provide access to Procore and will be able to access pertinent data correspondence on the project. We have also included up to 20 hours of office support time during construction for these reviews.

We will conduct periodic construction field visits by members of the project team to observe construction activities, progress of construction, and address construction issues as they arise during the monthly site visits. We have assumed monthly site visits during the active construction period for a total of 3 monthly site visits. As part of this phase, we will also conduct periodic virtual meetings to review progress with the Contractor and to assist in resolving construction related issues as requested. We have included an allowance of three progress meetings to be held virtually.

Upon Substantial Completion of the construction, we will develop a Punch List for items that need to be corrected and/or replaced. We will consult with NHDPW and NHDOT for any items that they may want to include on the Punch List and monitor the Contractor's timely completion of the items and confirm that entire Punch List is completed before final payment is processed.

Tighe & Bond's construction observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but rather to allow us to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based upon this general observation, Tighe & Bond will keep SAS, NHDOT, and NHDPW informed about the progress of the Work on-site. Tighe & Bond will not supervise or have control over the Contractor's work nor have any responsibility for the Contractor's safety precautions or programs.

Phase 6 – Additional Services (if Requested)

The following tasks will proceed only with an Authorization to Proceed for each individual task. If a task is not requested to proceed, Tighe & Bond will not perform this work.

Task 6.1 – Alteration of Terrain Permit

It is our understanding that the NHDOT would like to limit the amount of site disturbance to less than 100,000 square feet to avoid the need for an Alteration of Terrain Permit. However, if the project area disturbance exceeds 100,000 square feet, an Alteration of Terrain (AoT) Permit from the NHDES will be required. As part of this task, we will complete a Stormwater Analysis and NHDES AoT application packet meeting the requirements set forth by Env-Wq 1500. This permit will require a Site Specific Soil Survey and may require Infiltration Testing to support the application.

We suggest that the AOT Permit Application be filed with the NHDES prior to the 90% design submission, so that changes due to comments received from the NHDES AoT Bureau can be incorporated in the 100% Construction Document Submission. As part of this task we have assumed one round of revisions to address comments from the NHDES.

Site Specific Soil Mapping

A Site Specific Soil Map (SSSM) will be prepared in accordance with standards outlined in *Site Specific Soil Mapping Standards for New Hampshire and Vermont*, Society of Soil Scientists of Northern New England Special Publication No. 3, Version 5.0, December 2017. The final mapping will be done based on the results of the test pits and without snow cover. A map will be prepared along with an interpretive report.

As part of this task, we have assumed a NHDPW excavator and operator will be made available on-site to perform test-pits as required.

*Note: The Site Specific Soil Survey (SSSS) must be performed with less than 6" of snow cover on the ground. Depending on the timing of Authorization, the SSSS may need to be performed in the spring.

Infiltration Testing

Infiltration testing will be performed at the approximate elevation of the proposed infiltration practice, if required. Infiltration tests are required at a density of one per 2,500 square feet of proposed infiltration area, or at one per 1,000 square feet in existing manmade soils to meet Alteration of Terrain permit standards. Infiltration testing will be conducted following the excavation of test pits. It is assumed that if infiltration testing is required, that the infiltration testing, data forms, and calculations will be provided by NHDOT and/or NHDPW.

Task 6.2 – Extension of Municipal Water Line

An alternative to a drilled well to provide water to the site is to connect to the existing off-site municipal water line. Records and visible hydrants appear to indicate the availability of water at Smith Lane, Buckingham Drive, and Yorkshire Lane. Coordination and discussions with Pennichuck Corporation (Pennichuck) will be required to either extend the water main along Mammoth Road or through a private property off of Yorkshire Lane. This proposal does not include any legal work associated with securing easements required to bring the water main through private property or additional off-site survey required.

Using survey provided by NHDOT, Tighe & Bond will prepare site plans for the water main extension to the site, up to 1,500 linear feet, and coordinate connection locations and standards with Pennichuck. The water main extension plans will be incorporated into the final Construction Document after review and approval with Pennichuck. We have assumed that we will make one round of revisions based on comments from Pennichuck.

Task 6.3 – Wetlands Permitting

It is our understanding that the NHDOT would like to avoid impacts to wetlands. However, depending on the need for an off-site water system extension, and the route chosen, NHDES Wetland Impact Permit may be required. For this task, we have assumed that potential wetland impacts will be under 10,000 SF and will not require mitigation. Under this task, we will prepare a NHDES Minor Wetland Impact Permit application package for submission to NHDES. As part of this task, we have assumed one round of revisions to address comments from the NHDES.

At this time, we have included the following meetings:

- One virtual preapplication meeting with the NHDES Wetlands Bureau;
- One review meeting with the Town of Londonderry Conservation Commission (at the 60% review stage)

Assumptions

The following assumptions have been made at this point:

1. Items provided by NHDOT:
 - a. A recent survey of the property in AutoCAD format, including property lines, delineated wetlands and setbacks, building setbacks, boring locations
 - b. Wetland delineation and plan certification.
 - c. NH Natural Heritage Bureau and NH Division of Historical Resources Reviews
 - d. Hazardous Material Building Assessment Survey and remediation, as necessary
 - e. Geotechnical Investigations and Soil Testing, as necessary, to include building foundation and pavement design recommendations and infiltration testing
 - f. Test pits and percolation tests for Subsurface System effluent disposal area (to be witnessed by Tighe & Bond), including excavation
 - g. Required permitting for closure and demolition of fueling facility and underground storage tanks
2. No direct wetland disturbance will be required, including for bringing utilities to the site. If direct wetland disturbance cannot be avoided, a wetlands classification report, an assessment for avoidance and minimization, and a function and value assessment will be made available if needed as part of the permitting process.

Excluded Services

In an effort to provide SAS and the NHDPW with a reasonable estimate for the desired services, we have prepared the proposed Scope of Work based upon our understanding of your needs. In this same regard, the following items were not included in the development of our budgetary estimate. If these services are required, we will modify our proposal accordingly to meet your needs.

- Boundary and Topographic Survey
- Geotechnical Investigations and Design
- Environmental Investigations

- Archeological Investigations
- Division 1 Specifications
- Hydrogeological Study
- Structural Services
- Building Design
- Electrical Design
- Lighting Design
- Landscape Design
- Irrigation Design
- Traffic Analysis
- LEED Certification Assistance
- Off-Site Utility or Roadway Improvements (beyond those noted above)
- Local and Federal Permitting
- Application and Permit Fees

FEES FOR CONSULTING SERVICES

Tighe & Bond will perform these services for a lump sum fee of \$56,250 invoiced monthly based on percentage complete, plus an estimated reimbursable expense allowance of \$500. Additionally, Tighe & Bond will perform Phase 6 Additional Services for a lump sum up to \$29,000 invoiced monthly based on percentage complete, plus an estimated reimbursable expense allowance of \$3,200, on an individual basis for each requested task summarized below in Table 2. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. The schedule includes reasonable allowances for review and approval times by applicable parties. The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give Smith Alvarez Sienkiewicz Architects a better understanding of how the project budget was developed. Invoices will be submitted based on the project fee for each phase and not individual line-item budgets.

Table 1: Summary of Fee for Phases 1 through 5

Summary	Fee	Expenses
Phase 1: Conceptual Designs	\$ 4,500	
Phase 2: Site Plan Design		
Task 1: Design and Construction Documents	\$ 29,000	
Task 2: Project Meetings	\$ 3,500	\$ 150
Phase 2: Site Plan Design Subtotal	\$ 32,500	\$ 150
Phase 3: NHDES Subsurface Disposal System (Septic)	\$ 3,750	\$ 100
Phase 4: Bidding Assistance	\$ 5,000	
Phase 5: Construction Phase Services	\$ 10,500	\$ 250
	\$ 56,250	\$ 500

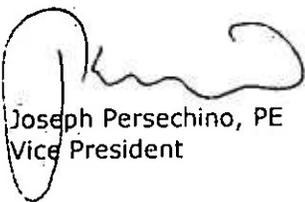
Table 2: Summary of Fees for Phase 6 Additional Services (Only if Requested)

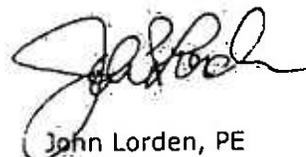
Summary	Fee	Expenses
Task 1: Alteration of Terrain Permit	\$ 11,000	\$ 3,000
Task 2: Extension of Municipal Water Line	\$ 9,500	\$ 100
Task 3: Wetlands Permitting	\$ 8,500	\$ 100
	\$ 29,000	\$ 3,200

We appreciate the opportunity to provide this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to contact me at 603-433-8818 or via email at jpersechino@tighebond.com.

Very Truly Yours,

TIGHE & BOND, INC.


Joseph Persechino, PE
Vice President


John Lorden, PE
Project Manager

Enclosures: Terms and Conditions (04/20)

AGREEMENT FOR SERVICES

October 11, 2022

Cheryl Dowling
Smith Alvarez Sienkiewicz Architects
117 St Paul Street
Burlington, VT 05401

Dear Cheryl:

Artisan Project # 22358

This letter proposes that Artisan Engineering will provide specified professional engineering services for Londonderry Patrol Shed in Londonderry, NH. This letter will become an Agreement when fully executed within 30 days by a duly authorized agent of Smith Alvarez Sienkiewicz Architects.

Scope of Services

The Scope of Services to be provided by Artisan Engineering is outlined in Attachment 1. The project is generally described as structural engineering design services for:

- 80x80 or 80x100 feet Maintenance Garage and Office Building
 - Single story, steel or wood framed, sloping or flat roof
- Salt Storage Shed, 1500 tons of salt, fabric or pole barn roof structure by others
 - An add alternate is included for Artisan to design the pole barn roof structure.
 - 8 feet +/- retaining walls around the perimeter with one open side.
- Typical concrete foundation walls and spread footings based on a geotechnical report provided by the owner.

Our understanding of the project comes from the schematic level drawings sent to us via e-mail, and our conversations to date. If the project grows, reduces in size, increases or decreases in budget or framing complexity; we expect to discuss fee modifications in the appropriate direction as would be fair to both parties.

Standard Terms and Conditions

Refer to Attachment 3 for the Standard Terms and Conditions that govern this contract, in which Smith Alvarez Sienkiewicz Architects is referred to as the "Client".

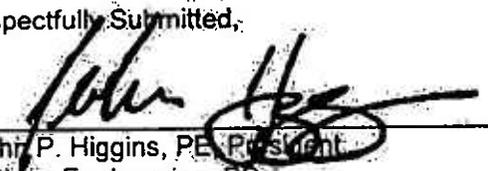
Payment for Services

In consideration for the Scope of Services provided by Artisan Engineering, Smith Alvarez Sienkiewicz Architects will pay Artisan Engineering a lump sum base fee of twenty nine thousand five hundred dollars, (\$ 29,500), and an add alternate fee of seven thousand five hundred dollars, (\$ 7,500), as outlined on Attachment 2.

October 11, 2022
Londonderry Patrol Shed
Project # 22358

If this proposal is acceptable, please sign and return the executed original back to Artisan Engineering and retain a copy for your records. We are pleased to have the opportunity to be of service.

Respectfully Submitted,



John P. Higgins, PE, President
Artisan Engineering, PC

Acceptance

Smith Alvarez Sienkiewicz Architects accepts this Agreement and hereby directs Artisan Engineering to proceed with the Scope of Services. It also acknowledges that it has budgeted and approved financial resources for this project and intends to pay for satisfactory completion of the services rendered in accordance with the terms and conditions stated herein. Finally, Smith Alvarez Sienkiewicz Architects warrants that the signature below represents Smith Alvarez Sienkiewicz Architects and the signatory possesses the full legal authority to execute this contract on behalf of the company.

Smith Alvarez Sienkiewicz Architects

Date

Typed/Printed

Position/Title

October 11, 2022
Londonderry Patrol Shed
Project # 22358



Attachment 1
Scope of Services - Basic Services

Artisan Engineering will provide services consisting of:

1. Review of the Geotechnical report to incorporate geotechnical engineering recommendations into final foundation design. Provide input to Geotechnical Engineer for structural requirements of their work if necessary.
2. Development of design loads for the building, including dead and live loads to be reviewed and approved by the owner and design team prior to completing framing and foundation design.
3. Analysis and design of the primary structural framing and foundations for the proposed structures.
 - a. Steel and wood framed SD options for the garage/office building.
 - b. Add Alternate design pole barn roof structure.
4. Design phase meetings at in the Burlington Area, or via Teleconference.
5. Drawings for our portion of the work including foundation plans, framing plans, foundation and framing sections, and details.
6. Specifications for: cast in place concrete, concrete reinforcing, building structure related earthwork, structural carpentry, structural steel, metal roof deck and pre-engineered wood trusses as applicable.
7. A schedule of Special Structural Tests and Inspections will be prepared per Building Code Requirements.
8. Consultation during bidding and construction will be provided including issuance of addenda and clarifications as required.
9. Review of specified contract submittals including shop drawings, product data and samples. Review shall only be for conformance with the design concept and for compliance with the information given in the plans and specifications.
10. (3) site visits at appropriate intervals to review construction in progress, base fee
 - a. Add additional site visit for pole barn design if necessary.

October 11, 2022

Londonderry Patrol Shed

Project # 22358



Additional Services

For the purposes of this project scope, the following services are not part of Artisan Engineering's Basic Scope of Services, (Artisan Engineering may provide these services if they become necessary on an hourly standard rate basis, refer to Attachment 2, in addition to the base fee if agreed upon by the Smith Alvarez Sienkiewicz Architects). Alternately, they could be provided by others.

1. Soil testing and Geotechnical Engineering Services as necessary to determine bearing capacity for foundations.
2. Value Engineering or redesign due to construction cost over-run, after Design Development Phase is completed, which is out of Artisan Engineering's control.
3. Design of site structures (sidewalks, concrete pads, flagpoles, lightpoles etc) and other site engineering.
4. Design of shoring, underpinning or deep foundation systems (piles or caissons), floating slabs or mat foundations.
5. Coordination or Performance of Special Structural Inspections or Testing per Building Code.
6. Coordination and compilation of structural calculation package for submission to Building Official or 3rd Party Peer Reviewer.
7. Preparation of as-built drawings or record drawings after completion of construction.
8. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule, construction materials or method of construction delivery.
9. Providing details for repair of defective construction.
10. Revisions to design already performed due to errors and omissions by the contractor or design consultants other than Artisan Engineering.
11. Services, including assisting in preparation for litigation, mediation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.

October 11, 2022
Londonderry Patrol Shed
Project # 22358



Services by Others

The following services are to be provided by others. For the purposes of this Agreement, the following are not included as part of Artisan Engineering's scope of services:

1. CAD files for base drawings, compatible with AutoCAD 2022 or REVIT.
2. Architectural progress prints, reports, sketches, plans, sections, and details as appropriate to describe the intent of the project, provided in a timely manner consistent with the project schedule.
3. Determination of special loads, including those for equipment and other applied loads that may be unique to the function and design of the building, provided in a timely manner consistent with the project schedule.
4. Location and identification of subsurface utilities.
5. Obtaining copies of all previous reports, drawings, sketches and specifications related to the work.
6. Design or review of contractor's construction equipment, e.g. cranes, hoists, etc.
7. Construction cost estimates.

October 11, 2022
 Londonderry Patrol Shed
 Project # 22358



Attachment 2
Fee for Structural Engineering Services

	<u>Base Fee</u>	<u>Add Alternate pole barn</u>
Schematic Design -	\$ 4,250	\$ 750
Design Development -	\$ 8,250	\$ 2,250
Construction Documents -	\$ 8,250	\$ 2,250
Bidding and Negotiation -	\$ 500	
Construction Administration -	\$ 8,250	\$ 2,250
Total -	\$ 29,500	\$ 7,500

Rate Schedule

<u>Classification</u>	<u>Rate</u>
Principal Engineer	\$ 140.00
Engineer	\$ 125.00
Project Manager	\$ 100.00
Designer	\$ 90.00
Assistant Engineer	\$ 85.00

Miscellaneous Expenses
 Printing and Reproduction Cost + 10%
 Mileage At current IRS Rates

Travel time is billed at standard hourly rates.

Consultation in connection with litigation and court appearances will be at 150% of standard rates and will be quoted separately.

Additional billing classifications may be added to the above listing during the year as new positions are created.

YEATON

M.E.P. Inc.

Revised: October 11, 2022

September 21, 2022

Smith Alvarez Sienkiewicz Architects
117 St Paul Street
Burlington, VT 05401

Attn: Marty Sienkiewicz, Principal

Re: MEP/FP Engineering Services
Londonderry Patrol Shed
Londonderry, New Hampshire

Dear Marty,

Yeaton MEP, Inc. is pleased to submit this proposal to provide engineering services for the above-mentioned project.

This proposal details Yeaton's scope and fee for the design as it is understood from correspondence to date. As you review our proposal, please provide us with any pertinent feedback that may result in modification to this document, so we may discuss and implement immediately.

We appreciate this opportunity to be of service to you, and we look forward to working with you on this project. If you have any questions or need further clarification regarding this proposal, please do not hesitate to contact us at (603) 444-6578.

Respectfully,



Ryan Nealley, PE, CEM, M.S.M.E.
Mechanical Engineering Manager

Enclosure: Scope of Work Checklist
Rate Schedule

Project Understanding

GENERAL BACKGROUND

The State of New Hampshire intends to build a new, 6,400 square foot patrol shed to replace an existing patrol shed in Londonderry, New Hampshire. The new patrol shed will incorporate garage parking for municipal vehicles as well as sleeping quarters for employee safety breaks. Based on information conveyed by the State during the September 14, 2022, kickoff meeting, the garage is for parking only, is not deemed a repair garage and, therefore, does not require a point of use vehicle exhaust system.

ASSUMPTIONS & EXCLUSIONS MADE FOR THE PURPOSE OF THIS PROPOSAL

In order to provide a prompt proposal, Yeaton MEP, Inc. has made certain assumptions, which include:

- Yeaton's Drawing documents shall be completed in AutoCAD MEP.
- Smith Alvarez Sienkiewicz Architects shall provide architectural drawings in AutoCAD format for use as backgrounds by Yeaton.
- Site Civil plans shall be provided in AutoCAD format to Yeaton.
- Structural plans shall be provided in AutoCAD format to Yeaton.
- Issuances at the following milestones:
 - Schematic Design (SD)
 - Design Development (DD)
 - Construction Documents (CD)

It is assumed that review comments shall be provided to Yeaton within 2 weeks after SD and DD issuances for incorporation into the design documents.

- Active equipment design and procurement (i.e., switches, routers, access points, PC's, laptops, servers, radio and dispatch equipment etc.) is excluded from Yeaton's Telcom/data, AV and security scope of work. Active equipment design shall be provided by others.
- Kitchen design and kitchen equipment/fixture selection (if applicable to this project) shall be by others. Yeaton will coordinate its design with the kitchen equipment layout provided to us.
- The State has indicated that the garage is for parking only (not a repair garage), and therefore, does not require a point of use vehicle exhaust system.
- It is assumed an exterior oil interceptor and associated holding tank is needed for the garage bays.
- As there is no municipal water available to the site, it is assumed a domestic water well and septic system shall be required. The domestic water well and septic system design including any required pumps are excluded from this scope of work and shall be by others (site civil).
- It is assumed that sprinklers shall be required throughout the structure due to the Group R spaces. Therefore, a cistern and fire pump are required.
- This project will not pursue LEED, PHIUS or Net Zero certification, nor will it require design for pursuit of those certifications.

- Energy modeling is excluded from the scope of work for this project but is listed as an additional service that Yeaton can provide if desired.
- Life Cycle Cost Analysis is excluded from the scope of work for this project but is listed as an additional service that Yeaton can provide if desired.
- The State of New Hampshire may potentially explore geothermal heating and cooling for the patrol shed. The geothermal bore hole test as well as geothermal engineering design services are listed as additional services should the State choose to pursue geothermal. Should the State forgo geothermal heating and cooling, the State has indicated it would like to use exterior wood boilers with a natural-gas boiler for back-up.
- The State of New Hampshire would like to consider solar photovoltaic for the patrol shed. Yeaton has included a simple ROI payback analysis as part of its scope of work. Actual solar design is listed as an additional service should the State pursues this option.
- It is assumed that this building will be commissioned and Yeaton's role in the commissioning process will be to respond to Commissioning Agent review comments.
- Assumed Total Budget is \$6,750,000.

SCOPE OF WORK

The following is our understanding of the scope of work for this project:

- Act as a consultant to Smith Alvarez Sienkiewicz Architects to provide Mechanical, Electrical, Plumbing & Fire Protection (MEP/FP) engineering services for the subject project.
- Coordinate our work with your office, owner representatives and other consultants.
- Provide Mechanical, Electrical, Plumbing, and Fire Protection design services per the attached Scope of Work Checklist.
- Develop Mechanical, Electrical and Plumbing construction documents as required for pricing and construction.
- Develop sprinkler work and fire alarm performance documents as required to secure bids.
- Creation of CSI 2004 Format Specifications (6-Digit Format)
- Provide Construction Administration tasks as per the attached checklist including RFI responses, submittal review, and issuing supplemental instructions.

Fee Proposal

BASIC SERVICES

The following fee schedule is based upon the scope of services outlined in this proposal. Should the scope of services change, Yeaton MEP, Inc. is prepared to renegotiate these fees.

Item	Basis of Compensation	Fee Amount
Schematic Design	Lump Sum	\$27,000.00
Design Development	Lump Sum	\$27,000.00
Construction Documents	Lump Sum	\$35,000.00
Bid Questions	Lump Sum	\$1,000.00
Construction Administration	Lump Sum	\$22,500.00
Total		\$112,500.00

OPTIONAL ADD-ON SERVICES

Item	Basis of Compensation	Fee Amount
Energy Modeling	Lump Sum	\$8,500.00
Life Cycle Cost Analysis	Lump Sum	\$3,500.00
Geothermal - Test Bore Hole	Lump Sum	\$25,000.00
Geothermal - Engineering Design	Lump Sum	\$13,500.00
Solar PV Design Support (Design by PV Vendor)	Lump Sum	\$5,000.00

We are aware that the project may be cancelled at the end of any of the above phases. The total unpaid amount of all previously completed phases plus an amount equal to the work-to-date of the current phase would be due at the time of cancellation of the project. Yeaton MEP Inc.'s payment terms are Net 30 Days from invoice date.

ADDITIONAL SERVICES

Additional services, if required and when authorized by the Owner, shall be paid in accordance with the enclosed rate schedule.

VALUE ENGINEERING SERVICES

After a professionally sealed permit set or professionally sealed construction document set is issued, requests for value engineering services will be done on a time and expense basis in keeping with the attached rate schedule.

REIMBURSABLE EXPENSES

Reimbursable expenses shall be in keeping with the terms set forth in your AIA Contract with the Owner.

The attached rate schedule is part and parcel to this agreement.



Please indicate your authorization for Yeaton MEP, Inc. to proceed with the work as described by signing below and returning the agreement to us. If you have any questions regarding this proposal, please call us at 603.444.6578.

On behalf of Yeaton MEP, Inc., thank you for this opportunity and we look forward to working with you on this project.

The above proposal is offered and accepted, and Yeaton MEP, Inc. is authorized to proceed.

For Smith Alvarez Sienkiewicz Architects

Marty Sienkiewicz
Principal

Date: _____

For Yeaton MEP, Inc.

Leslie J. Fillion, Controller

Date: _____

YEATON

M.E.P. Inc.

Scope of Work Checklist for Londonderry Patrol Shed MEP Proposal Limited to Defined Scope of Work Area Only

GENERAL WORK		
Included	Not Included	
X		Specifications – Long Form – 6 Digit Format
	X	Specifications – Long Form – 5 Digit Format
	X	Specifications – Short Form on Drawings
	X	Revit 2022 Format
X		AutoCAD Format
	X	Opinion of probable construction costs at 100% CD issuance for all applicable disciplines.
X		Review of construction cost data for applicable disciplines, as developed by others.
	X	Life Cycle Cost Analysis – Add Service
	X	MEP code analysis and report on existing building
X		Identify and document readily observable building and/or site services or features regarding their adequacy for intended project.
X		Verify/document owner standards or preferences for materials, systems, equipment, etc.
X		Verify/check readily observable existing conditions that may affect this project.
	X	Operating costs analysis and report
	X	Pre-purchase equipment specification and bidding
	X	Existing Condition Plans
	X	Demolition Plans
	X	Construction Phasing Plans
	X	Support of LEED Certification (documentation by others) including meetings
	X	Cataloging of Existing Equipment
	X	Independent Technical Review (ITR)

YEATON

M.E.P. Inc.

Scope of Work Checklist for Londonderry Patrol Shed MEP Proposal Limited to Defined Scope of Work Area Only

HVAC		
Included	Not Included	
	X	Evaluation of readily observable attributes of existing HVAC system(s) (pertinent to project) regarding adequacy for intended project.
X		Comparative analysis of optional systems – limited to investigation of geothermal heat pumps or wood boilers with natural gas backup.
	X	Steam distribution piping and accessories
X		Hot water distribution piping and accessories
X		Gas / oil fired heating equipment
X		Air handling equipment
	X	Chiller plant
	X	Air conditioning - full building
X		Air conditioning - partial building:
X		Ventilation System - full building
	X	Ventilation System – partial building:
	X	Mechanical Dehumidification Control System
X		Temperature control system – DDC BMS
	X	Fume Hood Systems
	X	Commercial Kitchen Equipment by Others
	X	Dust Collection System
	X	Acoustical analysis, interior equipment, or systems
	X	Acoustical analysis, exterior equipment, or systems
	X	Energy Modeling – Add Service
	X	Geothermal system – Add Service
X		Radiant Heat

YEATON

M.E.P., Inc.

Scope of Work Checklist for Londonderry Patrol Shed MEP Proposal Limited to Defined Scope of Work Area Only

PLUMBING		
Included	Not Included	
	X	Evaluation of readily observable attributes of existing Plumbing system(s) (pertinent to project) regarding adequacy for intended project.
X		Sanitary system to 5' outside the building – Rework existing
X		Roof drainage system to 5' outside the building
X		Cold Water service/piping system
X		Hot water piping system
X		Pipe insulation
X		Hot water heater/storage tanks
	X	Kitchen Fixtures (By Kitchen Consultant)
X		Plumbing fixtures (Selected In Coordination With Architect)
	X	Gas service from utility – By Site Civil
X		Gas piping distribution
	X	Sewage ejectors
X		Condensate piping
	X	Acid Waste
X		Compressed air
	X	Radon system
	X	Gray water reuse/rainwater harvesting system

YEATON

M.E.P. Inc.

Scope of Work Checklist for Londonderry Patrol Shed MEP Proposal Limited to Defined Scope of Work Area Only

FIRE PROTECTION		
Included	Not Included	
	X	Evaluation of readily observable attributes of existing Fire Protection system(s) (pertinent to project) regarding adequacy for intended project.
X		Performance Documents for Bidding Purposes
	X	Construction Documents for permit and bidding
	X	Fire Protection Narrative for Permit
X		Wet pipe sprinkler system
X		Dry pipe systems
	X	Chemical suppression systems
	X	Standpipes
X		Fire pump – Preliminary for pricing.
X		Storage tank – Preliminary for pricing
	X	Exterior fire loop
	X	Fire protection service to building from source, including hydrants, etc.
	X	Hydraulic calculations
	X	Fire Flow Tests (BY OTHERS)

YEATON

M.E.P. Inc.

Scope of Work Checklist for Londonderry Patrol Shed MEP Proposal Limited to Defined Scope of Work Area Only

ELECTRICAL		
Included	Not Included	
	X	Evaluation of readily observable attributes of existing Electrical system(s) (pertinent to project) regarding adequacy for intended project.
	X	Comparative analysis of optional systems
X		Interior lighting design (in conjunction with Architect)
X		Lighting controls, including daylight harvesting
X		Site lighting (circuiting only, design and light selection by others)
X		Landscape Lighting (circuiting only, design and light selection by others)
	X	Solar/photo voltage panel systems design support (i.e., connections to support PV Vendor's design) - Add Service
X		Power distribution
	X	Emergency generator/power system
X		Exit signs
X		Emergency lighting
	X	Lightning protection system
X		Site utilities coordination with Site Engineer
X		Fire alarm system - Performance Documents for Bidding Purposes
	X	Theatrical Lighting
X		Sound/paging/intercom systems - conduit infrastructure only. (Cabling, hardware and equipment excluded)
X		Security system - conduit infrastructure only. (Cabling, hardware and equipment excluded)
X		Closed circuit TV system - conduit infrastructure only. (Cabling, hardware and equipment excluded)
	X	Clock system - conduit infrastructure only. (Cabling, hardware and equipment excluded)
X		Telephone system – conduit, cabling, devices and faceplates (Hardware and equipment excluded)
X		Data/Computer/Technology – conduit, cabling, devices and faceplates (Hardware and equipment excluded)
X		Audio/Visual Technology – conduit infrastructure only. (Cabling, hardware and equipment excluded)



**Scope of Work Checklist for Londonderry Patrol Shed MEP Proposal
Limited to Defined Scope of Work Area Only**

BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES		
Included	Not Included	
	X	Attend contractor scope review interviews
X		Review of shop drawings
X		Review of test results
X		Periodic site visitations to observe progress of work. (MAXIMUM OF 5, COMBINED WITH JOB MEETINGS AND PROJECT CLOSEOUT)
X		Attend job meetings (INCLUDED IN MAXIMUM PERIODIC SITE VISITS)
X		Review change order proposals
	X	Review of contractor request for payments
X		Preparation of supplemental documentation/clarifications
	X	Redesign of elements caused by contractor's error or scheduling conflicts.
X		Project closeout, including one punch list and review of operating and maintenance manuals (INCLUDED IN MAXIMUM PERIODIC SITE VISITS)
	X	Record Drawings (compiled from contractor's redlines)
	X	Fixed Line Mylars
	X	Fundamental Commissioning
	X	Additional Commissioning
	X	Attend commissioning meetings.

SMITH | ALVAREZ | SIENKIEWYCZ ARCHITECTS

July 11, 2022

Division of Public Works, Design and Construction
PO Box 483
John O. Morton Building, 7 Hazen Drive, Room 250
Concord, NH 03302-0483

Attn: Ted Kupper
Administrator

Re: Patrol and Salt Shed Replacements - NH DOT
Letter of Interest and Qualifications

Dear Ted:

Smith-Alvarez-Sienkiewicz Architects is very interested in providing architectural and engineering services for the Patrol and Salt Shed Replacement for the New Hampshire Department of Transportation in Londonderry.

Our firm was formed in 1993 by Marty Sienkiewicz, Steve Smith and Bren Alvarez. We have a stable staff of nine people, including seven registered architects, one architectural intern and an office manager. We are an accomplished firm based in Burlington, Vermont with the proven capability to undertake complex projects, including many years' experience with multiple projects for the Vermont National Guard, with the New Hampshire Department of Public Works and with the New Hampshire Army National Guard.

We would lead the efforts of an excellent team of consultants for the project including the following:

- Mechanical/Electrical/
Fire Protection Engineer: *Yeaton Associates, Littleton, NH*
Jim Vear
- Civil Engineer: *Tighe and Bond, Portsmouth, NH*
Joe Persechino
- Structural Engineer: *Artisan Engineering, Shelburne, VT*
John Higgins
- Cost Estimation: *Tom Barden, Hinesburg, VT*

Our qualifications follow. Thank you for your consideration. Please call with any questions or if we can provide anything further.

Sincerely,



Cheryl Dowling
for Smith-Alvarez-Sienkiewicz

LTR TK Interest & Qualifications 071122



QUALIFICATIONS

Much of our work over the last 29 years has involved multiple projects for state, federal and institutional clients. We have completed many successful projects for the State of Vermont and the New Hampshire Department of Public Works, the Vermont Air & Army National Guard, the New Hampshire Army National Guard, Vermont State Colleges and private institutions such as Middlebury College and the University of Vermont.

Our office is located in Burlington, Vermont, about a 2-3/4 hour drive from the proposed project site in Londonderry and a 2-1/2 hour drive from NHDPW in Concord.

We have assembled a team of consultants well suited for the project including two firms based in New Hampshire. Yeaton Associates will be responsible for all mechanical, plumbing, electrical and fire protection engineering. We have worked with Yeaton Associates since our inception with documented success. They are good problem solvers who stand behind their work.

Site and civil engineering will be done by Tighe and Bond. T&B will be responsible for all of the site/civil related engineering and bring their local knowledge and expertise to the team. They are well versed with the New Hampshire permit process and their record of past performance demonstrates their abilities, making them a key component of the team.

We have included Artisan Engineering as our structural engineer with John Higgins leading their team. We have selected Artisan because of our ongoing working relationship on many successful projects and appreciate their efficient design, creative solutions, and attention to detail. We believe that a close working relationship between the architect and structural engineer is best served by a firm that is near our office.

Smith-Alvarez-Sienkiewicz Architects has the experience required to undertake the proposed project. Our office recently completed the Manchester Patrol Shed and the Newington Turnpike Maintenance Facility for the State of New Hampshire DOT. Both have programs very similar to the Londonderry project.

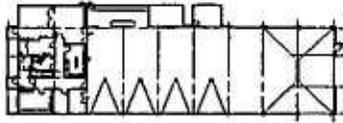
Our office has also been involved in multiple Field Maintenance Shop facilities for both the State of Vermont and New Hampshire Army National Guards. Of special note is our work on the 45,000 SF FMS in Hyde Park, Vermont and the 29,000 SF Hooksett FMS. We understand the communication and working relationship required between the using agency, the DPW and our team for a successful project.

Our firm is a leader in the design of sustainable buildings. We designed ECHO, an integrated center dedicated to the ecology, culture and history of the Lake Champlain basin. ECHO is the first building in Vermont to receive LEED certification, awarded to those buildings that are "environmentally responsible, energy efficient and healthy places to live and work." This building received an Award for Excellence in Design from the AIA and the 2003 Pasackow Award for Extraordinary Architectural Integrity. Our design for the Franklin Environmental Center at Middlebury College was awarded LEED Platinum, the first project in Vermont to receive this certification, and only the 7th in the country at that time. The Mill Complex at the March-Billings-Rockefeller National Historic Park, also an SAS design, was awarded the second LEED Platinum rating in the State. In 2020, the Silver-Certified NHARNG Hooksett FMS won the US Green Building Council, NH Division, Building of the Year Award.

Our belief in sustainable technology is supported by our experience and willingness to thoroughly research available material and methods. We are fluent in evolving technology, and our firm's longevity yields an expertise in regional construction. Most importantly, we all share a desire for excellence and attention to detail which we believe is evident in our work.

We encourage you to contact those owners, contractors and consultants who are familiar with our work as their perspective on our firm may be enlightening.

QUALIFICATIONS

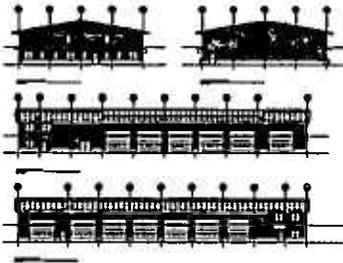


MANCHESTER PATROL SHED NEW HAMPSHIRE DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION COST: \$2,900,000

REFERENCE: Caitlyn Stubbs, Project Manager, (603) 271-6660

Currently under construction, this 3,900 SF addition to a Department of Transportation existing patrol shed includes an office, break room, kitchen, bathrooms, locker room, tool room and additional work bays. Renovations to the existing facility include new lighting, mechanical and exterior finishes.



NEWINGTON TURNPIKE MAINTENANCE FACILITY, NEW HAMPSHIRE DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION COST: \$19,500,000 (pending award)

REFERENCE: Roger Dionne, Project Manager, (603) 271-3228

This project includes the development of a new Department of Transportation facility that includes a 17,585 SF maintenance shed with administrative space and wash bay, a 7,515 SF bridge maintenance facility, a salt shed with both open and enclosed storage, a spreader hanger rack, a hazardous materials storage shed, and a fuel point.



FIELD MAINTENANCE SHOP, NEW HAMPSHIRE ARMY NATIONAL GUARD

CONSTRUCTION COST: \$9,919,000

REFERENCE: Ken Coombs, Design Project Manager - NHARNG, (603) 227-1466
Larry Rea, Construction Project Manager NHARNG, (603) 401-4142

The 19,590 SF Hooksett FMS was built on a challenging site that included significant ledge removal and grade manipulation. The project includes 3 work bays, a wash bay, administration spaces, physical fitness and support spaces. The building includes a robust envelope with significant daylighting in the work spaces.



FIELD MAINTENANCE SHOP, VERMONT ARMY NATIONAL GUARD

CONSTRUCTION COST: \$12,500,000

REFERENCE: Mike Bleau, Facilities Maintenance Officer, (802) 338-3385

This two-phase 45,000 SF project in North Hyde Park, Vermont, includes administrative and support space, four work bays, inspection bay, two warm-up bays, wash bay, unheated storage space, and other spaces to support the maintenance of military vehicles. It also includes secure parking for military equipment, parking for private vehicles and separate used oil, flammable materials storage and controlled waste facilities.



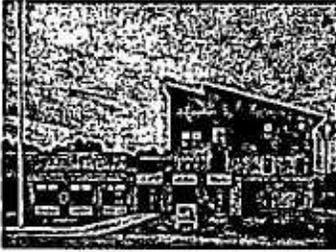
FIELD MAINTENANCE SHOP, NEW HAMPSHIRE ARMY NATIONAL GUARD

CONSTRUCTION COST: \$10,400,000

REFERENCE: Ben Stevens, Project Manager NHARNG, (603) 724-1086

We are currently in the schematic design phase for this 26,600 SF maintenance facility located on a well-established NHARNG site in Littleton, NH. The facility includes 4 work bays, a wash bay, administration spaces, a classroom and support spaces.

QUALIFICATIONS



READINESS CENTER, VERMONT ARMY NATIONAL GUARD

CONSTRUCTION COST: \$7,500,000

REFERENCE: James Belaski, *Project Management Specialist*, (802) 338-3304

The Jericho Readiness Center is a 53,700 SF facility that houses the Vermont Army National Guard Training Site Detachment, Range Control and the 86th Brigade Headquarters at the Ethan Allen Firing Range. The building includes a large assembly hall, classrooms, administrative offices, a physical fitness area, distance learning, vehicle maintenance bay and specialized spaces for controlling the firing ranges on post.

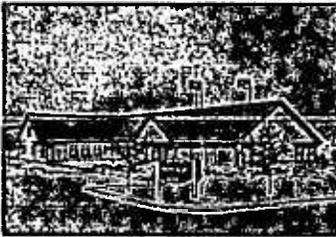


VEHICLE MAINTENANCE SHOP, VERMONT AIR NATIONAL GUARD

CONSTRUCTION COST: \$7,000,000

REFERENCE: Gordon Lesperance - Former Contracting Officer, (802) 744-6880

This 28,000 SF complex includes three independent buildings devoted to the maintenance and storage of the vehicles used by the Vermont Air National Guard; a Vehicle Maintenance Shop with administrative, classroom, shop and support facilities as well as a fitness center; a Civil Engineering Facility with heated and unheated vehicle storage space; and a vehicle storage building.



WILLISTON PUBLIC SAFETY, VERMONT BUILDINGS & GENERAL SERVICES

CONSTRUCTION COST: \$18,600,000

REFERENCE: Zoltan Horvath, *Project Manager*, (802) 558-2072

The new 22,561 SF Public Safety Facility will be located in Williston, Vermont. It will house Vermont State Police operations including a 12-station Public Safety Answering Point (911 Call Center), Northern Vermont Drug Task Force, Recreational Enforcement Division, Field Force Uniform Division of the State Police, Traffic Safety Unit, Bureau of Criminal Investigation, Fish & Wildlife Enforcement and support spaces including a sally port and processing area with holding cells. The project includes a separate 11,022 SF storage facility that will house Special Teams vehicles.



HINESBURG TOWN GARAGE, TOWN OF HINESBURG

CONSTRUCTION COST: \$2,300,000

REFERENCE: Renae Marshall, *Town Manager*, (802) 482-2281

This municipal garage includes multiple truck bays, shop space and an administrative wing. The project involves a ±12,000 square foot, single-story building and associated site improvements.



ARMY AVIATION AND SUPPORT FACILITY

VERMONT AIR NATIONAL GUARD

CONSTRUCTION COST: \$35,900,000

REFERENCE: Mike Bleau, *VTARNG Project Manager*, (802) 338-3385

This 145,000 SF facility contains support and maintenance facilities for a squadron of Blackhawk Medivac helicopters as well as administrative, high-tech simulation and classroom space. The facility includes a 45,000 SF hangar with specialized shops for complete maintenance of the aircraft. The helicopter maintenance functions are organized with associated shops located off the high bay spaces. The Readiness Center is situated lower on the site and is built into the existing slope to minimize site disruption. The entire complex is connected with a central spine containing shared public functions such as classrooms, technical library, distance learning and physical fitness. The Readiness Center also contains a large area for unit storage including three concrete vaults designed for storage of weapons. The flight facility includes a space designed for storage of Technical Bulletins using a moveable compact shelving system.

Michelle L Juliano

6/22/23

SMITH | ALVAREZ | SIENKIEWYCZ ARCHITECTS

June 20, 2023

State of New Hampshire
Department of Administrative Services
Bureau of Public Works Design & Construction
POB 483, 7 Hazen Drive – Room 250
Concord, NH 03302-0483

Attn: Theodore Kupper

Re: Londonderry

Dear Theodore:

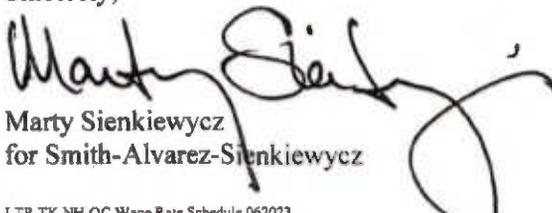
The following current wage rates for Smith, Alvarez, Sienkiewicz Architects PC are provided as requested.

Employee	Employee Classification	Direct Labor (95%) \$/HR	Overhead Burden %	Fixed Fee (10%) \$/HR	Total Hourly Wage
Stephen Smith	Principal	\$ 58.25	113.59	11.36	\$ 124.95
Bren Alvarez	Principal	\$ 54.60	106.47	10.65	\$ 117.12
Marty Sienkiewicz	Principal	\$ 56.15	109.49	10.95	\$ 120.44
Tricia Roy	Architect	\$ 51.45	100.33	10.03	\$ 110.36
Sherry Libby	Architect	\$ 49.10	95.74	9.57	\$ 105.31
Cheryl Dowling	Architect	\$ 40.65	79.27	7.93	\$ 87.20
Stephanie Lynch	Architect	\$ 40.65	79.27	7.93	\$ 87.20
Owen Smith	Architect	\$ 34.25	66.79	6.68	\$ 73.47
Ted Chillingworth	Architectural Intern	\$ 26.25	51.19	5.12	\$ 56.31
Mona Boutin	Administration	\$ 32.55	63.47	6.35	\$ 69.82

Please note that reimbursable expenses will be billed in addition to our hourly rates as follows:

- Mileage: \$0.62/mile
- Photocopies: \$0.10/copy - Black and White / \$1.00/copy - Color
- Computer Plots: Bond/Vellum Mylar
 - 24" x 36": \$3.00/sheet \$15.00/sheet
 - 30" x 42": \$4.00/sheet \$22.00/sheet
- Reproductions, Postage, Long Distance Telephone, Photography, Lodging: 1.1 times cost (as applicable)

Sincerely,


Marty Sienkiewicz
for Smith-Alvarez-Sienkiewicz

LTR TK NH-OC Wage Rate Schedule 062023

SAS

117 SAINT PAUL ST | BURLINGTON VERMONT 05401 | P: 802.863.2227 F: 802.863.0093 | www.sasarchitects.com