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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

December 28, 2023

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

Re: Statewide Mechanical Engineering Services Consultant Agreement – SMRT, Inc. for Professional Design and Construction Documents, On-site Observation, and Inspection for Mechanical Engineering Services for Public Works' Projects.

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Public Works Design and Construction to enter into an agreement with SMRT, Inc. (VC# 153153) 75 Washington Ave, Portland, Maine, 04101 for Mechanical Engineering Services required for planning, design, and construction of various Public Works' Projects as necessary and required by the Department. The contract is effective from the date of Governor and Council approval through June 30, 2027. The amount expended under this agreement shall not exceed \$500,000.

EXPLANATION

The Department proposes to retain the private consulting firm to expedite the current project workload and provide appropriate technical expertise as required for specific projects. This is one (1) of five (5) open-ended agreements for Mechanical Engineering Services that will be presented for approval. The agreement will enable the Department to respond quickly to unscheduled project requests and possible emergencies regarding Mechanical Engineering issues. The decision as to which projects will be assigned will be made on a case-by-case basis depending on the particular expertise required and the firm's current workload.

This type of consulting agreement will be funded from the monies for each project. The majority of projects needing this type of Mechanical Engineering Services consultant work are maintenance and capital funded projects.

This agreement is a proposed contract with the Mechanical Engineering Services firm selected to provide on-call Mechanical Engineering Services. It is anticipated that Mechanical Engineering Services can be handled by five (5) Engineering firms through the contract period.

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. Consensus scoring was used in this selection process in order to assure that the perspective of each committee member received proper consideration during scoring deliberations. The following members of the NH Division of Public Works Design and Construction were on the selection committee: Theodore Kupper, P.E – Director; Michelle Juliano, P.E. – Deputy Director; and David Goulet – Public Works Project Manager III. Each member brings different strengths and knowledge to the table. This allows thorough discussion and weighing of the different perspectives during the scoring process. This process also makes follow-up explanations to the unselected firms easier.

In June 2023, the Division of Public Works Design & Construction solicited Registered Mechanical Engineers, by public announcement in the State, for interest in providing on-call Mechanical Engineering Services. The following eight (8) consultant firms submitted letters of interest.

B2Q
CHA Architecture, P. C.
DuBois & King
Harriman Associates

HL Turner Group
McFarland-Johnson, Inc.
Oak Point Associates
SMRT, Inc.

These firms were evaluated based on years of experience, experience on relative projects and past experience with the Division of Public Works, if any. The seven (7) rated firms listed below, were sent a Request for Technical Proposals:

B2Q
CHA Architecture, P. C.
DuBois & King
Harriman Associates

McFarland-Johnson, Inc.
Oak Point Associates
SMRT, Inc.

The proposals were rated on the comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and team, and overall suitability for the assignment.

It is now the Department's intent to enter into Statewide Consultant Service Agreements with the five (5) highest rated firms as their legal documentation and Certificate of Insurance become available.

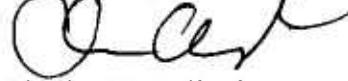
CHA Architecture, P. C.
DuBois & King
Harriman Associates

McFarland-Johnson, Inc.
SMRT, Inc.

A copy of SMRT, Inc.'s Statement of Qualifications is provided, herewith, for your information and convenience.

The subject agreement has been approved by the Attorney General as to form and execution. 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 & Construction.

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner

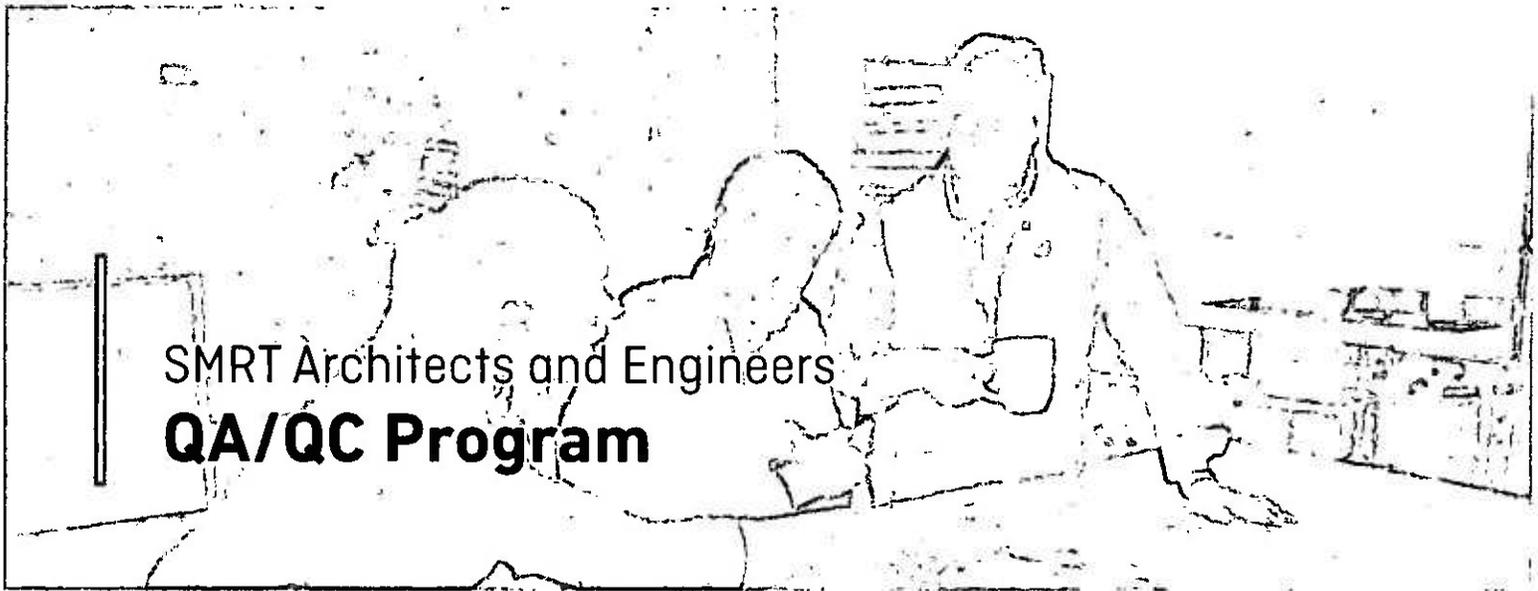
Attachments: SMRT, Inc.'s Statement of Qualifications

cc: Theodore Kupper, P. E.,
Director

Interview/Selection date: 19-Oct-23

**COMMITTEE PROPOSAL RATING FOR
Mechanical Statewide Agreement**

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	
B2Q							43.0	
Ted Kupper	3	3	3	2	2	13		
Michelle Juliano	3	4	3	3	3	16		
David Goulet	3	3	3	2	3	14		
CHA							58.0	<===== Highest Rating
Ted Kupper	3	4	3	4	3	17		
Michelle Juliano	4.5	5	4.5	5	5	24		
David Goulet	3	4	3	4	3	17		
DuBois & King							54.5	<===== Highest Rating
Ted Kupper	3	3	3	3	4	16		
Michelle Juliano	4.5	4.5	4.5	4.5	4.5	22.5		
David Goulet	3	3	4	3	3	16		
Harriman							56.5	<===== Highest Rating
Ted Kupper	3	3	4	3	3	16		
Michelle Juliano	4.5	5	5	5	5	24.5		
David Goulet	3	3	4	3	3	16		
McFarland Johnson							66.0	<===== Highest Rating
Ted Kupper	4	4	4	4	5	21		
Michelle Juliano	5	5	5	5	5	25		
David Goulet	4	4	4	4	4	20		
Oak Point							49.5	
Ted Kupper	3	3	3	3	2	14		
Michelle Juliano	4	4.5	4.5	4.5	4	21.5		
David Goulet	3	3	3	3	2	14		
SMRT							55.0	<===== Highest Rating
Ted Kupper	3	3	3	2	4	15		
Michelle Juliano	5	5	5	5	5	25		
David Goulet	3	3	3	3	3	15		



Quality Control Procedures

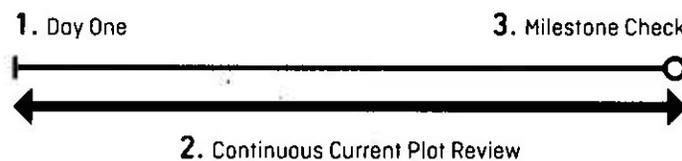
SMRT's Quality Management program is a wide-ranging and multi-faceted system to achieve high quality project submissions. Over many years, SMRT has refined a host of in-house quality tools and protocols which together we call "SMaRT Delivery".

SMaRT Delivery has two major goals: 1) to allow the team to drive consistent project execution, and 2) to help craft the most direct and efficient way to deliver, with the highest quality. Our approach is a comprehensive three-step process (above) that combines

1. Early phase planning (Day One Thinking)
2. Continuous monitoring of deliverables (Current Plots)
3. A 3rd party end-of phase quality check (Milestone QC)

SMRT has developed - and continues to evolve - this proactive approach to quality project delivery. We recognize that success in project delivery is driven by two inter-related aspects - processes that provide teams with a structured set of steps, and behaviors that promote proactive and continuous monitoring of project requirements.

Quality control is a three-step process:



Components of SMRT's Quality Process

SMaRT Delivery is a comprehensive approach to project execution that follows certain structured and defined steps, reinforced with desired behaviors. The steps are carefully sequenced to yield powerful results; many critical decisions are made early, and delivery is optimized with sophisticated use of tools.

Day One Thinking

'Day One Thinking' is SMRT's unique term for looking at the project requirements in detail on the 'first day' of a project. Rather than wait till the end of the project to check certain items, 'Day One' is a behavior that encourages early investigation of certain project 'hazards'.



Day One Codes and Engineering Strategy

There are many aspects to this behavior, but some of the significant ones are the i) Day One Code Check where we ensure at there are no immediate 'showstopper' issues in the governing codes, (zoning, egress, seismic, etc.) ii) Sustainability Goals such as EUI targets and lighting exploration, and iii) Day One Engineering, where teams agree on engineering strategies, space needs and routing for services within the building, and especially above ceilings, in conjunction with the formulation of conceptual floor plans.

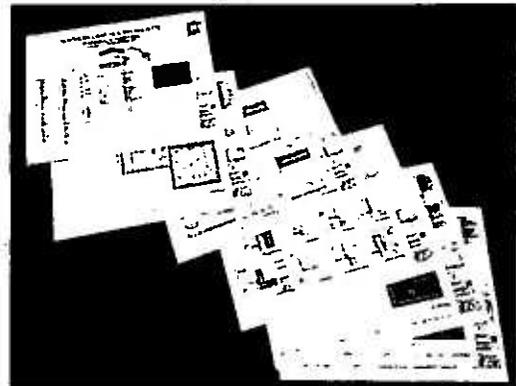
Quality Control (QC)

At SMRT, we are committed to quality. We have a committee of dedicated architects and engineers across all trades of design and project types that make up our Project Delivery team. This team meets bi-weekly to discuss ongoing design and construction challenges, building standards, code evaluations, and project debriefs, all to provide real-time feedback and consistent communication to our project teams.

We take a proactive "Day One" approach to quality. Beginning at the earliest stages of the project, we identify potential 'showstoppers' that can impact project progress and create a careful plan that tracks and mitigates risks. Rather than providing periodic documentation reviews at project milestones, each project is assigned dedicated staff from our

Project Delivery team from day one. The team member(s) are selected based on their experience and knowledge of the specific project type and will act as a technical resource for all things delivery and quality assurance, from overall project coordination efforts to unique, project-specific technical detailing. This not only provides consistency in delivery across all projects within the office but also results in assurance that milestone review commentaries are addressed completely. In addition, we build formal pre-release peer review periods into our internal delivery schedules prior to milestone submissions to continuously track project quality as deliverables are produced. Our standard process is to not wait until submission dates to check quality - it is an active, ongoing, and comprehensive process guided by weekly progress prints and ongoing reviews.

The above combination of processes and behaviors creates a comprehensive and continuous program where quality is approached from many disparate aspects, early and deep into the process, and involves staff at all levels of experience.



Milestone Checks (QC) and Guidelines

An independent milestone quality check is performed before each submission by the project team's quality control personnel. This is a mandatory check, and the submission is not released to the client until the Project Manager confirms the review has happened and comments have been communicated back to the project team. QC is conducted by senior experienced staff from each discipline, so that a second set of eyes always reviews each submission.

The intent of this Milestone Check is to look at projects in the latter part of each phase to ensure that project deliverables are complete and coordinated with each other and with client requirements. SMRT has developed several comprehensive guidelines that help teams to check technical content of deliverables.

Design Quality Management Plan

SMRT Architects and Engineers

October 6, 2023

SMRT 

SMRT Architects and Engineers

877-700-7678

smrtinc.com

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Accepted for the Company:



Signature

September 29, 2023

Date

Part 1 – Overview

SMRT recognizes the obligations and responsibilities, both corporate and individual, inherent in providing design services in compliance with the professional and business practice laws in each of the states in which SMRT provides services. The purpose of the Design Quality Management Plan (DQMP) is to provide assurance and verification that we are meeting those obligations. Quality management requires the participation of every individual involved in the design effort. The DQMP will assist individuals with a process to fulfill that requirement.

Quality in the design process has a legal definition and an aspirational definition. The industry-standard, insurable contractual requirement for quality is as follows:

The standard of care for all professional services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Aspirational goals for quality could also include:

- Designing aesthetically notable or inspirational projects
- Designing economical projects
- Producing clear and easy to interpret documents
- Solving unique problems
- Developing documents with a LEAN approach, efficiently and with minimal waste

Part 2 – SMRT Leadership Role

The Officers, Directors and Management of SMRT shall have the following roles and responsibilities in the quality process.

1. Continually confirm and communicate the dedication of the leadership to provide quality design services.
2. Maintain and keep up to date the DQMP.
3. Ensure that project team members with responsibilities described in the DQMP are aware of and are capable of performing those responsibilities.
4. Ensure that projects have sufficient staff with the appropriate training to provide quality design services.
5. Ensure that all projects receive the attention to quality described in the DQMP.
6. Ensure that knowledgeable and qualified individuals are preparing proposals and project scopes that are complete, in accordance with the client's needs, and include proper references to commercial conditions.
7. Ensure that all employees are acquainted with and use the filing categories for hard copy and electronic documents.

The leadership of SMRT conducts biweekly meetings to review the status of each project and the staffing assigned to each project. This meeting includes members of the Operations Committee, discipline leadership and project managers. These meetings will be the main venue to address all of the responsibilities of the leadership.

Part 3 – Review Processes

Design reviews will be conducted at regular intervals during schematic design and design development and construction documents both internally and with the Owner. The design will be reviewed by project senior staff to insure that the overall goals of the project are being met.

The document quality control process will consist of two main components: 1) a technical review and 2) an inter-disciplinary coordination review. The scope and extent of technical and inter-disciplinary coordination reviews are specified for each project as appropriate for the given project:

Technical or peer reviews are designed to help verify that design criteria are met, code compliance has been addressed, and that the project will function as intended. The designated quality control team member from each discipline reviews the documents, with comments and corrections formally communicated to the discipline lead for the project before the design is completed. The team members then review and discuss these comments and corrections together to ensure they are incorporated into design documents as appropriate.

The inter-disciplinary coordination reviews identify discrepancies among the various discipline documents so they can be corrected before the documents are issued for construction. Coordination reviews are conducted at two levels. First, there is the expectation that each discipline professional and designer will have a continual process of advising other disciplines of elements that require coordination throughout the project, and that the design professional's technical review will include a follow-up with those disciplines to ensure the design is coordinated. Second, the Project Manager convenes coordination meetings with the project team at predetermined points or milestones in the project. Staff involved with these reviews include project manager, project architect, job captain, discipline leads or professionals of record, and as applicable, sub-consultants.

It shall be the responsibility of the project manager to verify that any sub-consultants have the following:

1. A fully executed contract for design services
2. Current design criteria
3. Current background or base files
4. A quality management plan or process

Part 4 – Sample Quality Peer Review Topics by Discipline

This document contains samples of topics for discipline peer review. These sample topics are not intended to be a comprehensive checklist but are one of many tools that include but are not limited to other appropriate guidelines or documents and are to be used in conjunction with professional expertise and judgement. Not all topics will be appropriate for every project, and some projects could have topics not included in this general collection. Other review procedures may be implemented.

Sample Quality Peer Review Topics – Architectural

1. Code Compliance
 - a. Does the design meet egress requirements?
 - b. Does the construction type correlate to the building size and height?
 - c. Is the building design consistent with the requirements of the construction type?
 - d. Are firewalls logically placed to subdivide the structure as required per code?
 - e. Are exterior firewalls provided where setbacks are insufficient?
 - f. Are fire separations provided where required between occupancy types?

- g. Are ADA requirements met for parking, building access, toilet facilities, etc.?
 - h. Are technical requirements of the building code met for shafts, doors, fire/smoke dampers, fire extinguishers, elevators, stairs, etc.?
 - i. Has access by firefighting equipment been considered, accommodated and reviewed with the local fire chief?
 - j. Have the appropriate code official(s) been given preliminary review opportunities? Are UL designs for structural protection and firewalls, floors, and roofs selected and indicated?
 - k. Are components of the design (joists, beams, deck, wall and roof assembly) consistent with the UL design?
 - l. Are plumbing fixtures, including drinking fountains, provided in correlation to the code requirement?
2. Functional Design
- a. Are building height, mass, and form appropriate to the location of the building?
 - b. Are exterior building materials harmoniously composed and appropriate to both the geographic location, and their location on the building?
 - c. Is the building sited in a logical way to address solar orientation, prevailing winds and other environmental considerations?
 - d. Are functional spaces located adjacent to other related spaces and logically arranged? Are they arranged to meet the program functional requirements?
 - e. Is the building entry obvious and located for the easy orientation of visitors as appropriate to the building use?
 - f. Does the lobby space provide an appropriate transition to interiors?
 - g. Has building security been addressed?
 - h. Has the design incorporated built-in components per program or use, i.e., projection screens, appliances, casework, special power requirements, etc.?
 - i. Does the building meet or exceed programmatic requirements? Where is the design excessive? Deficient?
3. Weather Enclosure
- a. Are exterior wall details correct for windows, flashings, etc.?
 - b. Are roofing slopes and details consistent with the requirements of the specified roofing system and with code requirements?
 - c. Is the building envelope properly detailed for walls and roof?
 - d. Has the roof drainage design anticipated blocked drains and the subsequent overloading of the structure by the provision of a secondary drainage system or overflow roof edges?
 - e. Has the potential for roof run-off, ice dams, icicles and sliding snow been anticipated and resolved?
 - f. Has a dew point analysis been done to assure that moisture does not form within walls?
4. Occupant Comfort
- a. Are windows oriented for day-lighting in appropriate spaces? Does concern for glare require the use of sun control devices?
 - b. Are flooring finishes slip-resistant and appropriate for maintenance needs, space use and noise levels?
 - c. Has noise from adjacent spaces, including above and below, been anticipated with appropriate barriers?
 - d. Have machine noise and vibration from mechanical, electrical and elevator equipment been anticipated and protected against?

- e. Have ergonomics been considered as part of the design?
5. Economy
- a. Are building size, materials and finishes consistent with the budget of the project?
 - b. Have economies demanded cutting to the point of exposing SMRT to liabilities due to system/component failures?
6. Durability
- a. Have machine rooms been provided with means for part replacement?
 - b. Has roofing replacement been anticipated in flashing details with removable counter-flashings if needed?
 - c. Has exterior steel been galvanized or durably painted or both to protect from corrosion?
 - d. Have durable/cleanable finishes been provided in food preparation areas and toilet rooms?
 - e. Have light fixtures been provided with a viable means for re-lamping, particularly in high-ceiling rooms?
 - f. Has rooftop access been provided appropriate to equipment placed there? (Stairs, ladders, walkways, etc.)
 - g. Has building movement been designed for both with building expansion joints and material expansion/control joints?
 - h. Can windows be washed? Can windows be re-glazed?
 - i. Do exterior details promote pigeon roosting?
 - j. Have winter conditions been anticipated with adequate snow storage and details to reduce icing due to poor drainage?
 - k. Are materials and finishes appropriate?
7. Constructability
- a. Are building systems well integrated to permit logical, sequential construction?
 - b. Have site access and the limits of construction been defined for bidders?
 - c. Has an area been designated for construction staging?
 - d. If the owner is to occupy during construction, has the contractor been advised of necessary temporary barriers and temporary egress path routes to be maintained?
8. Sustainability
- a. What is the client's expectation in regard to sustainable design?
 - b. Is the project a LEED project? Green Guide for Health Care? Other? If so, has a checklist been developed and does the design address those required points?
9. Market Sector Specific Requirements
- a. Utilizing the appropriate, industry specific checklists, does the project meet the requirements of those checklists? (e.g., Facilities Guidelines Institute for Healthcare Projects) Identify deficiencies where applicable.

Sample Quality Peer Review Topics – Structural

The designer should narrate to the reviewer the method of analysis used, derivation of loads applied, and load paths used to resolve applied loads. Additional topics could include deflection criteria (roof, floor and horizontal), guidance for attachment of non-structural components, special instructions or direction from Owner or project team, which guided the structural design.

Reviewer should remember that the primary purpose of the peer review is to provide a fresh set of eyes on the project to examine the soundness of solutions presented; and secondarily, to identify alternate approaches or procedures that may be more appropriate for the project scope. The reviewer should resist the impulse to "re-invent" the project to their own liking. The mandate of the review is to ensure that the completed project documents meet the quality and aspirational goals as described in Section 1 of this document.

When performing the review, the peer reviewer should begin with the "10,000 foot" view of the project. Verify location and distribution of the lateral retraining system; look for items that could trigger difficult design issues (irregularity in lateral system, non-code compliant materials, etc.). Confirm there is a clearly defined load path for lateral loads to reach the foundation. Identify awkward framing layouts and potential sources of excessive deflection in the gravity system.

The next stage of the review should proceed at the "1,000 foot" level. While looking through the framing plans, look for appropriately specified members and consistency of identification methods. Be alert for overly complex systems, or systems that don't pass the "gut check" for depth and spacing. Does the overall presentation of the system seem logical and well-defined?

In the final stage of review, the peer reviewer should make spot checks into the details of the system. Make an in-depth check of a limited number of the perimeter and internal sections, verify consistency of the system. Perform a run-through of the other discipline drawings to look for inclusion of major features indicated (expansion joints, deflection tolerance, mechanical rooms, extraordinary components, etc.).

Below are general/sample questions to assist the peer reviewer during the review:

1. Code Compliance and General Details
 - a. Verify that codes referenced are appropriate for the project type and geographic location.
 - b. Review design loads for conformance with referenced code(s).
 - c. Check that other design criteria and design assumptions conform to referenced code and accepted engineering practice.
 - d. Verify that general notes provided reflect materials and construction methods indicated in the drawings.
 - e. If portions of the structure are to be completed by a specialty engineer, are limits of scope identified? Are the design loads, or the means to determine loads, identified for the specialty engineer?
 - f. Are material strengths and/or material code references identified?
 - g. Is applicability of Special Inspections indicated?
2. Lateral Force Resisting System
 - a. Identify location and distribution of the lateral force resisting system. Do sizes and/or locations of system components provide a reasonable means of providing global stability of the completed structure?
 - b. Does the system detailed in the drawings exhibit a logical, and well-defined, load path?
 - c. Is the type of lateral system identified compliant with Code restrictions?
 - d. Is the lateral system consistent with materials and detailing of the gravity system?
 - e. Are plan references and details for the lateral system well integrated?
 - f. Review for completeness of dimensioning to structural components and work points.
 - g. Are the details for the lateral system constructible? Will detailing unduly restrict construction

- sequence?
- h. Is the system identified reasonable, practical and cost effective?
3. Gravity Framing
- a. Review beam and column sizes, wall thicknesses; check that the organization of structural members is conceptually correct.
 - b. Does the system detailed in the drawings exhibit a logical, and well-defined, load path?
 - c. Verify that framing members have identifying marks.
 - d. Review relative sizes of framing members for areas with similar loading.
 - e. Have elevations for foundation and framing levels been identified?
 - f. Review for completeness of dimensioning to structural components, slab/deck edges and work points.
 - g. Check for definition of decking and decking attachment.
 - h. Check for definition of concrete floor slabs, concrete toppings over metal deck and their reinforcement.
 - i. Do drawings show provisions for attachment of exterior wall system?
 - j. Do perimeter details with non-bearing wall systems provide for vertical deflection of structure?
 - k. Where veneer masonry is used, do details provide means of support or deflection tolerance?
 - l. If parapets are indicated, does detailing provide for stability under lateral load?
 - m. Is there an indication of bridging or bracing for open-web joists or prefabricated truss systems?
 - n. Are headers/lintels at openings in bearing walls identified?
 - o. Where moment connections or other unique connections are indicated, verify that sufficient information is provided for connection fit-up and /or design (forces, tolerances, etc.).
 - p. Where multiple structural materials are used, have inter-connection points been identified and treated appropriately?
 - q. Are the details of the gravity system constructible? Will detailing unduly restrict construction sequence?
 - r. Are spandrel members detailed to accommodate application of loads from exterior wall system?
 - s. Verify that foundation members have identifying marks.
 - t. Review foundation system for appropriate protection (frost depth, waterproofing, etc.).
 - u. Review reinforcing of concrete sections for continuity of load path.
 - v. Review concrete sections for areas where congestion of reinforcing may impact constructability.
 - w. Review foundation system for consistency with superstructure details.
 - x. Review relative sizes of columns and footings for areas with similar loading.

Sample Quality Peer Review Topics – Mechanical/Plumbing/Fire Protection

Prior to the review, the designer should meet with the reviewer to provide an overview of the project, and describe any context or constraints that have guided their design, such as (but not limited to) client goals, preferences, energy goals or incentives being pursued, and budget. After the review, the designer and reviewer should meet again to discuss the reviewers comments, provide any clarifications or additional information, and reach a consensus on drawing changes if necessary.

1. General Mechanical
 - a. Do Mechanical drawings or specifications address seismic bracing as well as reference the project seismic criteria provided on the Structural drawings?
 - b. Review Mechanical equipment layouts for appropriate clearances and accessibility.
 - c. Review the Mechanical Code Summary, (on G-series sheet).
 - d. Reconcile the drawings with the specs, (are the items on the drawings carried in the specs?).

- e. Verify that proper coordination has been provided in congested areas.
 - f. Confirm interdisciplinary coordination by performing a "spot check" of other discipline's (architectural, structural, electrical, site and interiors) plans for documentation of mechanical elements.
2. Fire Protection
- a. Verify that flow test information is provided in the specifications and qualified as necessary, ("for bidding purposes only" for example).
 - b. Review available water pressure vs. system requirements; Is a fire pump required? If so, review sizing criteria.
 - c. Verify appropriate backflow prevention at the service entrance, (and at glycol systems where applicable).
 - d. Verify appropriate sprinkler system zoning and associated entrance equipment.
 - e. Review sprinkler system densities.
 - f. Verify that cooking exhaust hoods in commercial kitchens have been provided with fire suppressions systems, (wet chemical typically) as part of the Kitchen Equipment contract. If not, Fire Protection documents should include.
 - g. Verify that ranges and cook tops outside of commercial kitchens have exhaust hoods and wet chemical protection fire protection.
 - h. Verify that Fire Department Connections have been located.
 - i. Review the interface, (limit of work) between Plumbing and Fire Protection water supplies for clarity in the case of a shared service entrance.
 - j. Review specifications for clear and appropriate application of piping materials.
 - k. Review building areas subject to freezing and exterior overhangs for appropriate coverage; dry heads, dry systems, glycol systems.
3. Plumbing
- a. Review secondary roof drainage approach. Coordinate with architectural and structural.
 - b. Review sanitary waste piping to insure that each fixture is trapped and vented per applicable Code.
 - c. Review exterior wall hydrants; number provided, local shut off valves.
 - d. Review slope and inverts of sanitary waste and storm water piping; starting, ending and intermediate inverts, proper pitch.
 - e. Review floor cleanout locations, including at the face of exterior walls.
 - f. Verify proper backflow prevention, (entrance, non-potable supplies, irrigation systems).
 - g. Review water meter placement vs. straight runs or piping, (5 diameters upstream, 2 downstream, minimum). Also, has a deduct meter been provided on irrigation supplies? Do the specs refer to local Water Dept. requirements?
 - h. Review the interface, (limit of work) between Plumbing and Fire Protection water supplies for clarity in the case of a shared service entrance.
 - i. Review storm drainage pipe sizing, are roof area square footage indicated and do they add up?
 - j. Review water main pipe sizing; flush valve vs. flush tank.
 - k. Review method of hot water circulation, where provided. Also review provisions for expansion.
 - l. Review location and application of shock absorbers.
 - m. Review gas, (natural or propane) sizing. Review interface and valving at cooking equipment, which is located under exhaust hoods, (interlock with hood exhaust fan and tie-in to suppression system).
 - n. Review water heating; sizing, storage vs. recovery, redundancy, tank lining, allowable manufacturers.
 - o. Review hot water distribution and circulation equipment; master mixing valves, pumps, method of

- control for pumps, (aquastats vs. building management system).
- p. Review water heating fuel source interface, (oil, gas, boiler water, steam, electricity).
- q. Review water pressure available vs. system requirements; booster pump system?...PRV station?
- r. Review Plumbing equipment in general; pump flow and head, materials of construction.
- s. Review plumbing fixtures; drawing tags, scheduled connections, specs, ADA/ABA compliance, (and MAAB for Massachusetts projects).
- t. Review emergency equipment approach, (showers and eyewashes, mixing valves and piping supplies).
- u. Review floor drain placement vs. equipment and Code requirements. Also, review floor drain types vs. applications.
- v. Review water heaters for Energy Code compliance, (heat traps on hw and cw piping for non-circulated systems).

4. HVAC Review

a. General

- i. Review general drafting and graphic standards for representing duct work. In general, single line duct work should be limited to
 - run outs to individual diffusers
 - downstream of VAV boxes or re-heat coils in non-congested areas
 - small exhaust systems (local toilet exhaust)
- ii. Review drawings for compliance with key energy code issues.
 - Verify that hot water drained from humidifiers and other high temperature equipment is cooled before entering sanitary sewer system.

b. Boiler Plant – General

- i. Review boiler sizes.
- ii. Verify that piping and valves are designed according to code.
- iii. Verify adequate combustion air intake.
- iv. Review boiler service and code-mandated clearances.
- v. Review chimney, breeching and stack heights, clearances from intakes.
- vi. Review provision for minimum water flow through boiler.
- vii. Verify safety, emergency and thermal switches meet code.
- viii. Verify system make-up water and backflow prevention.
- ix. Review boiler blowdown.

c. Steam Boilers

- i. Review boiler feed unit or deaerator piping.
- ii. Verify blowdown separator with after cooler.
- iii. Review system piping schematics.

d. Water Boilers

- i. If the system has glycol, have special requirements such as over-pressurization been coordinated with boiler manufacturer?
- ii. Review provisions for air separation, expansion tanks, chemical feed.
- iii. Review system piping schematics.

e. Steam and Condensate Systems

- i. Review steam and condensate pipe sizing, pitch, and provisions for expansion in long piping mains.
- ii. Review trapping of equipment and steam piping. Are drip legs properly sized? Are traps provided ahead of main shut-off valves? Are proper types of traps provided for steam pressure and application?

- iii. Review PRV station details, coil piping details. Is freeze protection provided?
- iv. Review size of condensate return units, venting, NPSH of pumps.
- v. Review provisions for flash steam, such as flash tanks.
- f. Water System
 - i. Review pipe sizing.
 - ii. Review pump sizing and detail.
 - iii. Have provisions been made for freeze protection of heating coils?
 - iv. Are balancing valves shown where required?
 - v. Are control valves on details (two-way, modulating, three-way) consistent with sequence of control?
- g. Air System
 - i. Review ductwork layout and sizing. Check for interferences. Check for proper pressure rating.
 - ii. Verify that fire/smoke/combo dampers are shown where required. Review transfer openings for fire damper requirements.
 - iii. Verify fan interlock with smoke dampers where required.
 - iv. Check if any PVC piping has been run in return air plenums.
 - v. Verify no 'through' ductwork in exit enclosures.
 - vi. Verify access doors at coils, fire and smoke dampers, motorized control dampers.
 - vii. Verify that ductwork for dishwashers and shower exhausts in aluminum.
 - viii. Review smoke detector locations.
 - ix. Verify that flex connectors have been provided where required.
 - x. Verify that fresh air intakes located proper distances from: exhaust outlets, plumbing vents, stacks, cooling tower discharge, loading docks.
- h. Air Handlers and Fans
 - i. Check that unit configurations are clearly defined on the Detail sheets.
 - ii. Review access door locations.
 - iii. Review unit location for any acoustic issues in adjacent spaces.
 - iv. Review how OA is controlled in VAV systems.
 - v. If economizer, review how building pressurization is controlled (return fan, exhaust fan, adjustable pressure relief).
 - vi. Verify freeze protection for heating and cooling coils, where applicable.
 - vii. Verify that unit is mounted high enough for installation of condensate drip leg and proper trapping of steam coils.
 - viii. Verify that condensate drainage is provided for cooling coils. Is the outlet high enough to provide for proper trapping and pipe slope?
 - ix. Review fan discharge for the proper length of straight ductwork.
- i. Controls
 - i. Verify that all equipment is covered on the Control sheets with appropriate Sequences of Operations.
 - ii. Verify that all thermostats/temperature sensors, humidistats, and CO2 sensors are shown.

Sample Quality Peer Review Topics – Electrical

1. Legend

- a. Are categories shown appropriate?
- b. Are abbreviations complete (abbreviations used in drawings are shown on list)?
- c. Are general notes complete?
 - i. Reference latest accepted version (for that state) of NFPA-70
 - ii. Identify the NEMA rating for equipment in non-hazardous indoor and outdoor locations

- iii. Device heights
 - Receptacles
 - Voice/data outlets
 - Lighting toggle switches
 - Fire alarm notification devices
 - Fire alarm pull stations
 - Wall telephone outlets
 - iv. Fire rating of penetrations
 - v. Painting/red color of fire alarm conduits and enclosures
 - vi. Circuit definition (20A = 2#12 GND <100', etc.)
 - vii. Device specifications
 - Receptacles (type and color)
 - Wall switches (type and color)
 - Wall plates (type and color)
2. Site Drawings
- a. Grounding
 - i. Building grounding grid conductor sized
 - ii. Transformer pad grounding grid sized
 - b. Service
 - i. Transformer pad location (if padmount)
 - ii. Riser pole location
 - iii. Primary duct bank sections
 - iv. Secondary service duct bank sections
 - v. Telephone/Cable TV/Fire Alarm service conduits
 - c. Exterior Lighting
 - i. Lighting defined/pole heights/circuits defined
 - ii. Photometrics
 - iii. Lighting branch voltage drop calculations
 - d. Generator
 - i. Pad location
 - ii. Emergency power service duct bank sections
 - iii. Circuits for block heater, battery charger and battery heater
 - iv. Central control remote annunciator status
3. Power Drawings
- a. Review panels
 - i. Are all panels shown on one-line are located on plan
 - b. Review whether equipment cross referenced with mechanical schedules
 - i. Identifier (i.e. EF-1) matches mechanical equipment schedule
 - ii. Circuit identifiers on all equipment
 - iii. Conductor/conduit sizes shown where over 20A circuits used
 - c. Review whether Motor Starting Equipment specified is appropriate for use
 - i. NEMA rating of receptacles
 - ii. Rating sizes
 - d. Review receptacles
 - i. Number of receptacles per circuit is appropriate
 - ii. NEMA configuration of receptacle identified where appropriate

- iii. GFI receptacles where required
 - iv. Exterior receptacles are shown GFI/WP
 - v. Exterior receptacle located within 25' of all outdoor equipment
 - vi. Multi outlet assemblies
 - Number of outlets identified (or spacing)
 - Appropriate wiring/circuits
 - e. Review whether miscellaneous equipment is powered
 - i. Fire alarm control panel
 - ii. Exterior camera heaters
 - iii. Door/Gate operators
 - iv. Nurse station control panel
 - v. Door hold-opens
 - f. Review the one-line drawing
 - i. Service size calculations
 - Cross-reference conduit size with duct bank details
 - ii. Service entrance conductor size
 - iii. Panel size, voltage and disconnecting means identified
 - iv. Distribution conductor sizes shown/appropriate
 - Ground conductor shown and sized properly
 - Conduit size shown and sized properly
 - v. Interior transformer sizes shown/appropriate
 - vi. Transfer switch sizes shown/appropriate
 - vii. Metering shown
 - viii. TVSS protection
 - g. Review panel schedules
 - i. Voltage shown
 - ii. Main breaker sized
 - iii. Mounting method identified
 - iv. Short circuit rating calculated
 - v. Panel location cross-referenced with plan
 - vi. Equipment/devices cross-referenced with plan
 - vii. KVA totaled correctly
 - viii. Connected amperage does not exceed 80% of overload protection
 - ix. Appropriate spares shown/spaces identified
 - x. GFI breakers identified (if required)
 - h. Are the details are properly identified on plans?
 - i. Is the Short Circuit Analysis complete and KAIC ratings shown on all panels?
 - j. Separation of legally required and optional emergency power consistent with building occupancy and state codes
4. Lighting Drawings
- a. Are fixture symbols correct?
 - b. Are all fixtures circuited?
 - c. Check cross reference circuiting with panel schedules
 - d. Review controls
 - i. Switching is identified (or obvious) for all fixtures
 - ii. Dimming switches on fixtures with dimming ballasts
 - e. Mounting height for wall mounted fixtures

- f. Exit signage is appropriate and circuited
 - g. Emergency lighting is appropriate and circuited
 - h. Cross-reference reflected ceiling plan with lighting plan
 - i. Interior photometrics
 - j. Exterior lighting
 - i. Automatic operating means identified (photocell, timer)
 - ii. Mounting height for wall-packs
 - k. Fixture schedule
 - i. Voltage identified for each fixture
 - ii. Lamps identified
 - iii. Fixtures with dimming ballasts verified
 - iv. Cross reference that each type shown on plan is shown on schedule
5. Systems Drawings
- a. Review Telephone/Data Infrastructure
 - i. Service Entrance shown
 - ii. Location for Telecommunication Rooms
 - Voice Backboard(s) shown
 - Data/Equipment Rack(s) shown
 - iii. Location for Main Equipment Room
 - iv. Distribution methods routes defined (plenum/non-plenum)
 - v. Conduit sizes to wall boxes
 - b. Review CATV (if present)
 - i. CATV Riser diagram coordinated with plan
 - ii. Head End shown
 - c. Review Security Systems (if present)
 - i. Access Control
 - Central Control unit shown
 - Keypads and sensors shown
 - ii. Coordinate with door hardware Specifications
 - Review electric locks, DPS's, card readers
 - iii. CCTV (if present)
 - Head end shown
 - Camera locations and mounting type shown
 - Power for cameras (heaters, PTZ)
 - Monitoring station shown
 - d. Review Nurse Call System (if present)
 - i. System Riser diagram coordinated with plan
6. Fire Alarm Drawings
- a. Review communications to local fire department (master box, digital communicator, radio, etc.)
 - b. Verify Fire Alarm Control Panel (FACP) location
 - i. Is a remote annunciator required or specified
 - c. Are Manual pull stations located at each exit
 - d. Review Audio/visual notification
 - i. Located in public spaces, bathrooms & hallways
 - ii. Properly spaced/ located with required light intensity for area installed
 - e. Review Smoke detectors

- i. Located in closets, electrical & mechanical spaces (when fully sprinkled)
- ii. Smoke detector at FACP
- iii. Smoke detector tied into automatic door releases
- iv. Properly spaced as per NFPA
- f. Review Duct smoke detectors
 - i. Coordinated with mechanical
 - ii. Remote test indicators located where accessible
 - iii. Coordinated with equipment controls
- g. Coordinate flow, pressure and tamper switches with sprinkler system(s)
- h. Verify that System riser diagram complete

Sample Quality Peer Review Topics – Site

1. General
 - a. Regulatory: compliant with codes?
 - b. Design direction: Appropriate response to project requirements?
 - c. Cost: Design direction consistent with project budget?
 - d. Verify legend sheets are complete.
 - e. Verify general note sheets are complete.
 - f. Coordinated with Electrical Site (ground mounted equipment, light poles, service)?
 - g. Coordinated with Architectural items 1a (building egress), 1g (ADA compliance), 2c (building siting), 2e (access to entry), 2g (security), 7b-d (constructability) and 8(sustainability)?
 - h. Coordinated with ground mounted mechanical units and utility connections to building?
 - i. Does site design conform to permitting requirements and conditions?
 - j. Has occupied construction/owner site usage/contractor staging been coordinated?
 - k. Are construction details coordinated with geotechnical report?
 - l. Grading and details coordinated with structural (grade at buildings, stoops, etc.)?
 - m. Site access approved by emergency responders?
2. Civil
 - a. Layout – coordinate building configuration, door locations, finish floor elevations, waste removal, loading, drop-off
 - b. Grading contours – are they consistent and close properly?
 - c. Utilities – verify tie-ins with utility and building.
 - d. Is erosion/sedimentation addressed?
 - e. Trace section callouts from plan to detail sheets.
 - f. Are there special materials that need to be added to specifications?
3. Landscape
 - a. Layout: coordinated with other disciplines (i.e., trees and lighting, grades and architectural details, landscape and windows, ground mounted equipment)
 - b. Planting: appropriate species and placement?
 - c. Planting: plant list and drawing agree (symbols and quantities), all plants labeled?
 - d. Trace section callouts from plan to detail sheets
 - e. Are there special materials that need to be added to specifications?

Part 5 – Document Control and Storage

SMRT has a thorough and documented filing system. The filing system has corresponding categories for both hard copy and digital documents. The project manager or an individual identified by the project

manager shall ensure that all digital documents are contained in subfolders that plainly indicate the project phases and the most current versions of the documents. Documents will be retained in accordance with retention periods identified in SMRT's document management program parameters.

SMRT maintains systems for recording and tracking receipt and transmission of contract documents, such as submittals, supplemental instructions, contractor requests for information and other documents. The project manager is responsible for ensuring that all of these documents are professionally prepared and properly filed.

END OF DOCUMENT



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

STATEWIDE AGREEMENT
FOR
PERFORMING PROFESSIONAL SERVICES FOR
DESIGN AND CONSTRUCTION DOCUMENTS,
ON-SITE OBSERVATION, AND INSPECTION SERVICES
FOR VARIOUS PROJECTS

SMRT, INC.
75 WASHINGTON AVE
PORTLAND, ME., 04101

EXHIBIT INDEX

1. Exhibit 'A': Technical Proposal dated October 6, 2023, 12 pages.
2. Exhibit 'B': SMRT, Inc., Wage Rates, 1 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program dated October 6, 2023 from SMRT, Inc., 18 pages.
4. Exhibit 'D': Required Contract Terms for Programs Funded by ARPA SFRF, 12 pages

These documents, in the aggregate, constitute the total scope of professional service requirements for this project. If a conflict should occur between any of these documents, the highest or greatest, or most complete scope or standard or task shall take precedence.

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 15th day of December, in the year 2023 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE acting by and through the COMMISSIONER OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES; hereinafter, referred to as the DEPARTMENT, acting under NH RSA chapter 21-I, as amended and SMRT, Inc., 75 Washington Ave, Portland, ME., 04101 (Vendor No. 153153), hereinafter, referred to as the CONSULTANT, witnesses that:

WHEREAS, the DEPARTMENT, requires professional services to provide for design and construction documents, on-site observation, and inspection services for various projects, as they may occur throughout the STATE;

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 agency or employee, to perform the professional services required for the planning, design, and construction of projects including but not limited to feasibility studies, programming, site and building assessments and inspections, construction documents, computerized building simulation, life cycle costing, on-site observation and inspection services, as required, for various projects, as they may occur, in accordance with Exhibits 'A', 'B', 'C', and 'D' and the following terms and conditions. Payment for such services on each project shall be at the hourly rates as per the attached schedule (Exhibit 'B'), plus mileage at the prescribed STATE rate in effect at the time of service occurrence, as a not-to-exceed fee, or, shall be a mutual agreed upon lump sum fee. For each project identified by the DEPARTMENT, the CONSULTANT shall first submit a proposal for the professional services required. The proposal shall include a fee for the services required, a detailed, by phase, description of the proposed services, and a date of completion of each phase for the rendering of services required. The CONSULTANT shall not proceed with work until a Notice to Proceed is issued by the DEPARTMENT, and such work shall not exceed the proposed fee unless there is an additional Notice to Proceed issued by the DEPARTMENT for additional services.

TERMS AND CONDITIONS

PART 1 FEE:

1. Payments on the account of the CONSULTANT'S services shall be made on the basis of the statement submitted by the CONSULTANT at the time of the service occurrence on a monthly basis and approved by the DEPARTMENT.
2. 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:
 - A. Contract Labor Rate (\$/hr) + Fixed Fee [12% maximum] (\$/hr) = 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	15%
B. Design Development Phase	35%
C. Construction Documents Phase	75%
D. Bidding and Negotiation Phase	80%
E. Construction Administration Phase	100%
5. For projects with limited phases, compensation on the account of the CONSULTANT shall be made in proportion to the services performed, and shall apply to a predetermined percentage for each of the limited phases.
6. For projects where detailing the phases of services to be performed does not apply, payment on the account of the CONSULTANT shall be made in proportion to the services performed as determined by the DEPARTMENT.
7. Billings shall be in accordance with Exhibit 'B' (Note: All rate changes to the Exhibit 'B' during the life of the agreement shall be subject to the approval of the DEPARTMENT and shall be rates that are implemented on a company wide basis) or, as formerly documented and approved by the DEPARTMENT prior to services being performed.

8. 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.
9. 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.
10. 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.
11. 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 or lump sum fee amount. All sub-consultant costs may also be subject to audit by the STATE and Federal Governments.

PART 2 ASBESTOS:

1. The CONSULTANT shall have no direct responsibility for the investigation, detection, abatement, replacement, or removal of products, materials, or processes containing asbestos. If any asbestos is encountered during the design or construction of the project, it shall be the responsibility of the DEPARTMENT to negotiate a fee with the CONSULTANT to provide for the services, or sub-consultant required for the detection, abatement, replacement, or removal of the products, materials, or processes containing asbestos.

PART 3 DESIGN GUIDELINES:

1. The CONSULTANT agrees to follow the provisions of the current DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION's Design Guidelines, the DEPARTMENT's Interior Space Planning Standards, as well as, the Department's High Performance Design Standard, 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 PROJECT DELIVERY METHOD:

1. The CONSULTANT shall provide services for projects in accordance with one of the following delivery methods:
 - A. Standard Design – Bid – Build

- B. Standard Design – Build
 - C. Bridged Design – Build
 - D. Construction Management
2. The DEPARTMENT may remove or add project delivery methods at any time. A detailed scope of services will be defined for each specific project.

PART 5 CONSULTANT’S BASIC SERVICES:

1. The CONSULTANT’S basic services shall consist of the five phases described below or any combination thereof.
- A. SCHEMATIC DESIGN PHASE: The CONSULTANT shall consult with the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION to ascertain the requirements of the project and shall confirm such requirements through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
 - 1) The CONSULTANT shall prepare Schematic Design Studies, consisting of drawings and other documents illustrating the scale and relationship of the project components, together with a semi-detailed estimate of construction costs, submitting three (3) sets of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
 - 2) The CONSULTANT shall present the Schematic Design Documents at a review meeting with the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION and the Using Agency. The presentation shall contain justification of the concept selected plus a review of options as applicable for the type of project.
 - B. DESIGN DEVELOPMENT PHASE: The CONSULTANT shall prepare, from authorized Schematic Design Studies, the Design Development Documents, consisting of drawings and other documents to fix and describe the size and character of the entire project including 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 type 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 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 current 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 diskettes.
- 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 (Exhibit "A").
- D. 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.
- E. CONSTRUCTION ADMINISTRATION PHASE: 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 cooperate with the DEPARTMENT in the evaluation of the changes in the work.

- 5) 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.
- 6) The CONSULTANT shall assist in the preparation of the Substantial Completion Certificates, compiling punch lists of work in need of correction.

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.
3. The CONSULTANT agrees to process the services required by this AGREEMENT expeditiously to the completion of the Construction Documents Phase of the assigned projects and to deliver these documents to the DEPARTMENT without undue delay.

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. This AGREEMENT shall expire on June 30, 2027, unless terminated earlier.
2. No new projects may be entered into after June 30, 2027. The amount of services shall not exceed \$500,000 during the life of the AGREEMENT. Projects begun, but not completed, before June 30, 2027 shall be completed under the rates in Exhibit 'B', subject to written mutual agreement of both parties. This AGREEMENT can only be extended or amended in any way with the 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 all projects that are 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 all projects that are subject to this AGREEMENT, professional liability insurance (errors and omissions) providing protection to the STATE for the CONSULTANT'S acts and omissions committed during the life of all projects that are subject to this AGREEMENT. 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 the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on all projects that are subject to this AGREEMENT, commercial 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 all projects that are 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 DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION with new certificates of insurance as the policies are amended or renewed. Failure

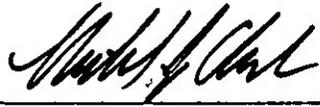
to comply with the insurance requirements of this AGREEMENT may result in a delay in processing requisitions, stopping work on the project, or other consequences.

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 Drawings and Specifications and other documents shall become the sole property of the STATE as official records and documents of public concern and information for the project only. Reuse of any of these documents by the STATE, without written permission of the CONSULTANT, shall be at the STATE'S risk.

CONSULTANT: SMRT, Inc.

DATED: 12/15/23

BY: 

PRINTED NAME: Michael J. Chonko

EMAIL ADDRESS: mchonko@smrtinc.com

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 1/3/24

BY: 
Charles M. Arlinghaus, 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: 1/23/24

BY: 

SECRETARY OF STATE: This is to certify that the Governor and Council approved this agreement/amendment on

DATED: _____

BY: _____
Secretary of State

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 SMRT, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on March 18, 1998. 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: 290083

Certificate Number: 0006216877



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Pursuant to a unanimous consent of the Board of Directors of SMRT, Inc. dated as of December 14, 2023, and authorized by 13-C M.R.S.A. Section 822, It was VOTED that:

Michael J. Chonko

Asst. Treasurer

of this corporation, be and he hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such Michael Chonko under seal of the company, shall be valid and binding upon this corporation. It was further voted that:

The State of New Hampshire Department of Administrative Services Division of Public Works Design and Construction may rely on such authorization of future Contracts until notified to the contrary.

Without limiting the foregoing, the following are specifically authorized:

Statewide Agreement for Performing Professional Services for Design and Construction Documents, on-Site Observation, and Inspection Services for Various Projects. Discipline: Architecture

Statewide Agreement for Performing Professional Services for Design and Construction Documents, on-Site Observation, and Inspection Services for Various Projects. Discipline: Mechanical

A True Copy,

ATTEST:

Title: Clerk—Richard P. Olson

Place of Business: Curtis Thaxter, LLC, One Canal Plaza,

Portland, Maine, 04101

Date of this Certificate: December 15, 2023

I hereby certify that I am the clerk of SMRT Inc. and that Michael J. Chonko is the duly elected assistant treasurer of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Clerk—Richard P. Olson

Corporate Seal:

