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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](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

December 26, 2023

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

Re: Statewide Civil-Structural Engineering Services Consultant Agreement – Wright-Pierce for Professional Design and Construction Documents, On-site Observation, and Inspection for Civil-Structural 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 Wright-Pierce (VC# 203111) 230 Commerce Way, Suite 302, Portsmouth, New Hampshire, 03801 for Civil-Structural 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 four (4) open-ended agreements for Civil-Structural 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 Civil-Structural 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 Civil-Structural Engineering Services consultant work are maintenance and capital funded projects.

This agreement is a proposed contract with the Civil-Structural Engineering Services firm selected to provide on-call Civil-Structural Engineering Services. It is anticipated that Civil-Structural Engineering Services can be handled by four (4) 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: Michelle Juliano, P.E. – Deputy Director; Roger Dionne – Public Works Project Manager IV, and Scott Carri – 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 Civil-Structural Engineers, by public announcement in the State, for interest in providing on-call Civil-Structural Engineering Services. The following eleven (11) consultant firms submitted letters of interest.

DuBois & King	Oak Point Associates, P.A.
Gale Associates	Ranger Engineering Group
Greenman-Pedersen, Inc.	SMRT, Inc.
HEB Engineers, Inc.	Underwood Engineers
HL Turner Group	Wright-Pierce
McFarland-Johnson, 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:

DuBois & King	SMRT, Inc.
Greenman-Pedersen, Inc.	Underwood Engineers
HEB Engineers, Inc.	Wright-Pierce
McFarland-Johnson, 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 four (4) highest rated firms as their legal documentation and Certificate of Insurance become available.

Greenman-Pedersen	Underwood Engineers
HEB Engineers, Inc.	Wright-Pierce

A copy of Wright-Pierce'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: Wright-Pierce's Statement of Qualifications

cc: Theodore Kupper, P. E.,  
Director

Proposals Due: 9/29/2023  
 Interview/Selection date: 10/6/2023

COMMITTEE PROPOSAL RATING FOR  
 CIVIL/STRUCTURAL STATEWIDE

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	
DuBois & King						0	56.0	
Michelle Juliano	4	4	4	4	4	20		
Roger Dionne	4	4	4	3	3	18		
Scott Carri	3	4	4	4	3	18		
Greenman-Pedersen						0	64.5	<===== Highest Rating
Michelle Juliano	4.5	4.5	4.5	5	5	23.5		
Roger Dionne	4	4	4	4	5	21		
Scott Carri	4	4	4	4	4	20		
HEB Engineers						0	66.0	<===== Highest Rating
Michelle Juliano	5	5	5	5	5	25		
Roger Dionne	4	3	4	4	5	20		
Scott Carri	4	4	4	4	5	21		
McFarland Johnson						0	58.0	
Michelle Juliano	5	4.5	4.5	4.5	4.5	23		
Roger Dionne	3	3	4	3	4	17		
Scott Carri	3	3	4	4	4	18		
SMRT						0	63.0	
Michelle Juliano	4	5	5	4	5	23		
Roger Dionne	5	4	3	4	4	20		
Scott Carri	4	4	4	4	4	20		
Underwood Engineering						0	65.0	<===== Highest Rating
Michelle Juliano	5	4.5	4.5	5	5	24		
Roger Dionne	4	3	4	5	5	21		
Scott Carri	4	3	4	5	4	20		
Wright-Pierce						0	64.0	<===== Highest Rating
Michelle Juliano	5	4.5	4.5	5	5	24		
Roger Dionne	4	4	4	4	5	21		
Scott Carri	4	4	3	4	4	19		

# QA/QC Process

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## Quality Assurance/Quality Control Management Plan

A large component of our successful financial project performance is the substantial quality assurance/quality control management program we have in place at Wright-Pierce. Poor quality projects can lead to change orders, unanticipated costs and frustrations on any project. Wright-Pierce employs a quality control plan on every project.

Wright-Pierce's management information system provides a vital link between accounting and project management. It enables staff to instantaneously determine the financial status of any project, its manpower needs, and the workloads of team members. It provides a sound basis for key decisions on project priorities, staff availability and needs, and budget adjustments.

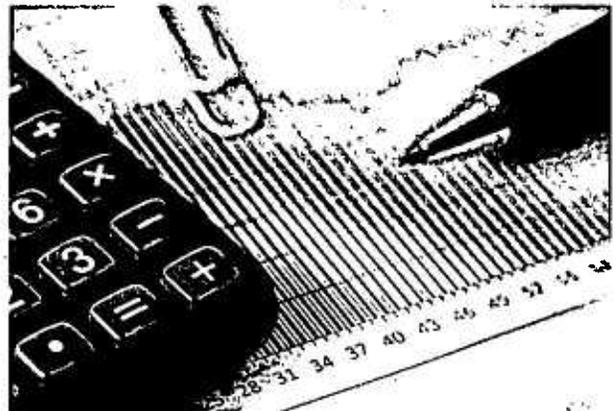
Our QA/QC review team consists of senior professionals who are not directly involved in the project. The project also receives a detailed, systematic coordination check of all drawings and specifications to make sure there is consistency among design disciplines.

Standards are reviewed and updated on a continual basis. We solicit feedback from our employees, clients, contractors, and regulatory agencies to facilitate continuous improvements.

One key to quality assurance, budget control and risk management on engineering design projects is the establishment of comprehensive standards and procedures, not to stifle creativity and innovation, but to guide the project team towards a successful project. At Wright-Pierce we focus on building quality into our projects. Wright-Pierce has developed and maintains a comprehensive set of guidance manuals and standard documents. These were prepared from widely accepted industry standards and customized and fine-tuned based on Wright-Pierce's 65+ years of experience as a firm and the collective years of experience of its professional staff.

Wright-Pierce has a master specification system, based on the industry-standard, Construction Specifications Institute (CSI) 16-Division format. Our master specifications are the base from which each project's specifications are developed. They are continually updated based on our experience during the construction and start-up of projects and to incorporate changing technology. Wright-Pierce's standard "boiler plate" contract documents are based on those developed by the Engineers Joint Contract Documents Committee (EJCDC). These highly respected documents have been developed by some of the best, most experienced individuals in the design, construction and legal professions. These documents are fine-tuned to meet each project's particular requirements. Depending on client needs and/or funding agency requirements, Wright-Pierce has also utilized owner/funding agency standard details, technical specifications and contract documents.

Standards and procedures are reviewed and updated on a continual basis. We solicit feedback from our employees, clients, contractors and regulatory agencies to facilitate continuous improvements.



### Cost Estimating & Cost Control

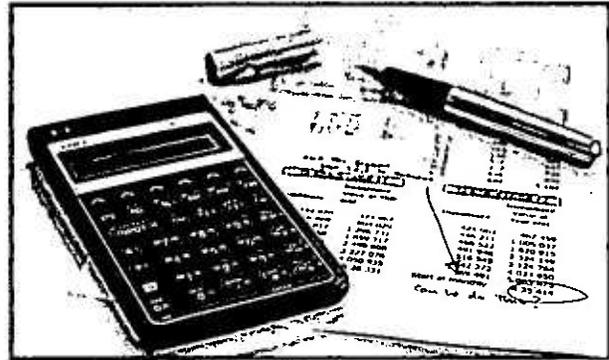
Wright-Pierce understands clearly that established budgets are respected and must be maintained for all projects. We understand the need to make this goal a priority on every endeavor. Maintaining the project budget will be central to our thinking and approach. We believe Wright-Pierce stands apart from our competitors on quality control and cost control.

We maintain a database of actual unit bid item costs from local projects and maintain and utilize current cost estimating guides and publications. We have also developed standard approaches to cost estimating including allowances for contractor overhead and profit, administrative costs and inflation factors. Recently there has been an extraordinary increase in world-wide construction material and construction costs resulting in unanticipated increases in project costs. Utilizing publicized information, we have developed projections for future inflation factors which currently range from 5% to 7% depending on when the project implementation is planned to occur. We have a large library of performance data comparing our cost estimates to bid results. Our estimates will be accurate, timely and based on sound local experience.

### Practical and Cost-Effective Solutions

Our track record with cost-effective upgrade solutions is due in part to our approach of:

- Understanding the problem thoroughly before developing solutions.
- Keeping solutions simple and effectively engineered.
- Developing solutions that address not only short-term needs, but also reflect anticipated future needs.
- Maximizing the value of existing facilities.
- Positioning our clients for the most favorable regulatory requirements.
- Positioning our clients for available financial assistance programs.



### Project Cost Control Techniques

The ultimate goal of the project team is to deliver the project within the estimated or allocated funding. Therefore, it is important to focus on the total project cost. Project cost includes construction cost, construction contingency, direct purchase items, land/easement purchase, technical services, legal, administrative, and financing costs. We manage project costs as follows:

#### "Hands-On" Engineering and Project Management:

We begin with a thorough understanding of the problems to be solved and the project goals and objectives. Then we take a comprehensive approach to developing the reliable and cost-effective solutions noted above. We take pride in our track record of simplifying the design and maximizing the benefits of our clients' investment dollars. Our track record in this regard is superior to that of our competitors. We accomplish this with our "hands-on" engineering approach to understanding the problems, to keeping solutions simple and effectively engineered, and to maximizing the value of existing facilities.

**Comprehensive Design:** A thorough design effort is one of the keys to a successful project, whether success is measured in terms of technical, operational, schedule and/ or budget factors. Decisions made during the design can be used to actively manage initial construction costs as well as long-term operation and maintenance costs include. Wright-Pierce also has well established QA/QC procedures with internal reviews conducted by senior members of the firm who have experience on similar projects.

**Identify "Unanticipated Items":** Significant cost items are not always unanticipated or even identified in planning studies. Based on our experience with similar projects, we identify specific line items in the project's comprehensive cost model, in order that they can be properly tracked and their impacts minimized.

**Comprehensive Project Cost Model:** Over the past several years, construction materials costs (e.g., plywood, PVC pipe, ductile iron pipe, reinforcing steel, concrete) as well as construction labor costs, have skyrocketed. Over coming years, costs are projected to increase again. As a part of our comprehensive project cost models, we incorporate an "inflation to mid-point construction" multiplier. This multiplier is adjusted downward through the course of the design phase until the final cost estimate is prepared.

**Monitor "Scope Creep":** Paying particular attention to project "scope creep" and advising our clients of the cost implications of any requested additions to the project or the development of unforeseen conditions. We routinely work with our clients to develop a "bidding strategy" based on the funding available and provide a "budget safety valve" in the event that bid costs are higher than anticipated.

**Construction Phase:** We work closely with the contractor and the Department's staff to anticipate issues and to resolve them before they become problems. Our design approach includes a concerted effort to develop thorough designs and enter the construction phase as a team effort (including the Department, contractor, and Wright-Pierce). As a result, we have among the lowest change order track records in the industry.



WRIGHTP-01

CJOHNSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2023

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).

<b>PRODUCER</b> Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
INSURER A : Berkshire Hathaway Specialty Insurance Company (A++XV)			22276
<b>INSURED</b> Wright-Pierce 11 Bowdoin Mill Island Suite 140 Topsham, ME 04086			
INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	<b>Professional Liab.</b>			47EPP31360304	1/1/2024	1/1/2025	Per Claim Limit	5,000,000
A				47EPP31360304	1/1/2024	1/1/2025	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All Coverages are in accordance with the policy terms and conditions.

Civil Engineering Statewide Agreement 2023 to 2027  
Per Claim Deductible \$75,000

**CERTIFICATE HOLDER**                      **CANCELLATION**

State of New Hampshire Dept. of Administrative Services P.O. Box 483 Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Gared Maxwell</i>
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# 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 WRIGHT - PIERCE is a Maine Profit Corporation registered to transact business in New Hampshire on September 04, 1956. 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: 4206

Certificate Number: 0006226705



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of May A.D. 2023.

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

David M. Scanlan  
Secretary of State

**Wright-Pierce Certificate of Vote**

I, Ryan T. Wingard, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)

Wright-Pierce, I hereby certify the following is a true copy of a vote taken at the annual meeting of the Board of Directors/shareholders, duly called and held on November 30, 2023, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That the following employees are duly authorized to enter into contracts or agreements on behalf of

Wright-Pierce, with the State of New Hampshire and any of its agencies or departments  
(Name of Corporation )

and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

- Paul F. Birkel, President & CEO
- John W. Braccio, Chairman of the Board & Strategic Advisor
- Richard N. Davee, Vice President
- Thomas J. Hogan, Regional Group Leader\*
- Steven C. Hallowell, Vice President
- Edward J. Leonard, Vice President
- Christopher N. Pierce, Vice President
- Laura J. Riley, Vice President/Treasurer/CFO
- Timothy R. Vadney, Vice President
- Robert J. Williamson, Regional Group Leader
- Ryan T. Wingard, Vice President/Clerk

\* Limited to Wright-Pierce standard agreements with Wright-Pierce standard terms and conditions agreements with value up to \$50,000.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract (February 7, 2024) to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: February 7, 2024

ATTEST:

  
(Ryan T. Wingard, PE – Vice President/Clerk)



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

WRIGHT-PIERCE  
230 COMMERCE WAY, SUITE 302  
PORTSMOUTH, NH 03801

## **EXHIBIT INDEX**

1. Exhibit 'A': Technical Proposal dated September 29, 2023, 18 pages.
2. Exhibit 'B': Wright-Pierce, Wage Rates, 2 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program from Wright-Pierce, 3 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 7<sup>th</sup> day of February, in the year 2024 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 Wright-Pierce, 230 Commerce Way, Suite 302, Portsmouth, NH, 03801 (Vendor No. 203111), 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: Wright-Pierce

DATED: February 7, 2024

BY: 

PRINTED NAME: John W. Braccio

EMAIL ADDRESS: john.braccio@wright-pierce.com

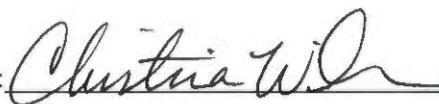
THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 2/8/24

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: 2/23/24

BY: 

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

\_\_\_\_\_

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Secretary of State