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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 Electrical Engineering Services Consultant Agreement – Oak Point Associates, P.A. for Professional Design and Construction Documents, On-site Observation, and Inspection for Electrical 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 Oak Point Associates, P. A. (VC# 174008) 85 Middle Street, Portsmouth, New Hampshire, 03801 for Electrical 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 \$300,000.

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 three (3) open-ended agreements for Electrical 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 Electrical 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 Electrical Engineering Services consultant work are maintenance and capital funded projects.

This agreement is a proposed contract with the Electrical Engineering Services firm selected to provide on-call Electrical Engineering Services. It is anticipated that Electrical Engineering Services can be handled by three (3) 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 Electrical Engineers, by public announcement in the State, for interest in providing on-call Electrical Engineering Services. The following five (5) consultant firms submitted letters of interest.

CHA
DuBois & King
Harriman Associates

McFarland Johnson
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 five (5) rated firms listed below, were sent a Request for Technical Proposals:

DuBois & King
Harriman Associates
McFarland Johnson

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 three (3) highest rated firms as their legal documentation and Certificate of Insurance become available.

Harriman Associates
McFarland Johnson

Oak Point Associates

A copy of Oak Point Associates, P. A.'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: Oak Point Associates, P. A.'s Statement of Qualifications

cc: Theodore Kupper, P. E.,
Director

Interview/Selection date: 19-Oct-23

**COMMITTEE PROPOSAL RATING FOR
Electrical 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	
DuBois & King							48.0	
Ted Kupper	3	3	3	3	2	14		
Michelle Juliano	4	4	4	3	4	19		
David Goulet	3	3	3	3	3	15		
Harriman							57.0	<===== Highest Rating
Ted Kupper	3	4	3	3	3	16		
Michelle Juliano	5	5	5	5	5	25		
David Goulet	3	4	3	3	3	16		
McFarland Johnson							57.0	<===== Highest Rating
Ted Kupper	3	4	3	3	3	16		
Michelle Juliano	5	5	5	5	5	25		
David Goulet	3	4	3	3	3	16		
Oak Point							54.5	<===== Highest Rating
Ted Kupper	3	3	3	4	3	16		
Michelle Juliano	4.5	4.5	4.5	4.5	4.5	22.5		
David Goulet	3	3	3	4	3	16		
SMRT							51.0	
Ted Kupper	3	3	3	3	3	15		
Michelle Juliano	4	4	5	4	4	21		
David Goulet	3	3	3	3	3	15		

QUALITY ASSURANCE/QUALITY CONTROL PROTOCOL

In-House Protocols

Quality control is a very important aspect of our design process, and we believe it is one of the major reasons that Oak Point Associates (OPA) has enjoyed continued success. Each project team is headed by a project manager who is selected based on previous experience with the project type and size, client, and workload. An internal project kick-off meeting is held with all team members to discuss and familiarize them with the project scope, client requirements, budget, and schedule. In-house project meetings are conducted at regular intervals to enable coordination between disciplines throughout project development. Reviews take place at major submission milestones within each discipline to identify design and/or budget conflicts and resolutions.

Quality control includes the review and cross-coordination of all documents including drawings, specifications, cost estimates, reports, and other supporting information. This review includes, but is not limited to, constructability of the project, phasing, compliance with applicable codes, National publications, and other design guides. The accuracy and completeness of construction details and materials specified are reviewed and compatibility of materials is confirmed. Coordination of materials and terms used on the drawings and in the specifications is verified and confirmation is made to ensure that all items on the drawings are covered in the specifications. Detail referencing, dimension verification, coordination of drawing titles, and sheet numbering is all coordinated. Cost estimates are reviewed for accuracy; and material and labor costs are cross checked with Means Building Construction Cost Data, manufacturers' quotes (in some cases), Oak Point Associates' historic data, and current market conditions.

Quality control reviews are conducted at the various design phases with sufficient time to allow for corrections prior to submission to the client. Each discipline undergoes individual review by a design professional in the same discipline that is not otherwise involved with the design of the project, followed at



later stages of design by an entire project Quality Control review to further whole project development and coordination.

Construction Period Protocols

Quality control during construction is key to ensuring that a project is implemented as designed and within the budgetary limits defined. OPA maintains a consistent design team throughout a project, so the designers are also performing the construction period services. To facilitate the construction administration process we advocate for regular communication between all parties and frequent visits during construction by the design team members to identify potential conflicts and develop solutions as efficiently as possible to avoid change orders whenever possible.

OPA works closely with Owners and Contractors to ensure that projects are properly implemented. We are proactive with systems to organize and monitor construction period documents to aid the project schedule. Field reports and punch lists are written and distributed in a timely fashion to clearly communicate construction observations and we work collaboratively to resolve issues when unforeseen conditions are encountered. OPA will work with The Department to review contractor requisitions and schedules to monitor progress.



OAKPOIN-01

AJACKSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2023

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

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

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: PHONE (A/C, No, Ext): (207) 774-6257		FAX (A/C, No): (207) 774-2994
	E-MAIL ADDRESS: info@clarkinsurance.com		
INSURED Oak Point Associates PO Box 1259 Biddeford, ME 04005	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Citizens Ins Co of America		31534
	INSURER B: Allmerica Financial Benefit		41840
	INSURER C: The Hanover Insurance Company		22292
	INSURER D: Maine Employers Mutual Ins Co		11149
	INSURER E: XL Specialty Insurance Co		37885
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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	ZBPJ019036	5/23/2023	5/23/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWPJ017111	5/23/2023	5/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHPJ019262	5/23/2023	5/23/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	5101800856	5/23/2023	5/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Prof Liability			DPR5014651	6/15/2023	6/15/2024	Each Claim \$ 3,000,000
E	Deductible: \$75,000			DPR5014651	6/15/2023	6/15/2024	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

Statewide Electrical Services

State of New Hampshire, it agencies, agents and employees are additional insured's, by automatic status, when required by written contract, when executed prior to any loss, with regards to general liability arising out of the ongoing operations of the insured. Workers Compensation coverage includes NH as a 3.A. listed state.

CERTIFICATE HOLDER

State of New Hampshire
 Department of Administrative Services
 Division of Public Works Design & Construction
 7 Hazen Drive, Room 250
 Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 OAK POINT ASSOCIATES is a Maine Professional Profit Corporation registered to do business in New Hampshire as OAK POINT ASSOCIATES, P.A. on February 16, 1994. 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: 89991

Certificate Number: 0006226067



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2023.

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

David M. Scanlan
Secretary of State

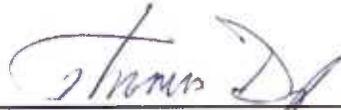
Corporate Resolution Certification of Vote

I, Thomas Danylik, Esq., hereby certify that I am duly elected Clerk/~~Secretary~~/~~Officer~~ of
(Name of Attestor)
Oak Point Associates. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)
a meeting of the Board of Directors/shareholders, duly called and held on November 16, 20 23,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Robert C. Tillotson is duly authorized to enter
(Name and Title of Authorized Signatory)
into contracts or agreements on behalf of Oak Point Associates
(Name of Corporation)
with the State of New Hampshire and any of its agencies or departments and further is authorized
to execute any documents which may in his/her judgment be desirable or necessary to affect the
purpose of this vote.

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 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: November 16, 2023

ATTESTOR: 

NAME: Thomas Danylik, Esq.

TITLE: 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

OAK POINT ASSOCIATES, P.A.
85 MIDDLE STREET,
PORTSMOUTH, NH 03801

EXHIBIT INDEX

1. Exhibit 'A': Technical Proposal dated October 6, 2023, 8 pages.
2. Exhibit 'B': Oak Point Associates, P. A., Wage Rates, 1 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program from Oak Point Associates, P. A., 1 page.
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 17th day of November, 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 Oak Point Associates, 85 Middle Street, Portsmouth, Nh 03801 (Vendor No. 174008), 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

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 \$300,000 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.

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: Oak Point Associates, P.A.

DATED: November 17, 2023

BY: 

PRINTED NAME: Robert C. Tillotson

EMAIL ADDRESS: rtilotson@oakpoint.com

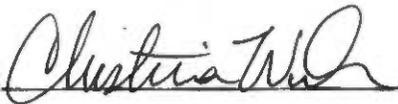
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 1-2-24

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