



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

93

mac

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 Civil-Structural Engineering Services Consultant Agreement – Underwood Engineers, Inc. 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 Underwood Engineers, Inc. (VC# 155587) 25 Vaughan Mall, 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 Underwood Engineers, 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: Underwood Engineers, Inc.'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	

UNDERWOOD ENGINEERS, INC.
Quality Assurance and Quality Control Program

Quality Assurance and Quality Control (QA/QC)

We maintain QA/QC through several mechanisms of checks and balances, sharing of resources, and education. Delivering a high level of quality service is a key part of our mission at Underwood Engineers. We have a formal system for QA/QC through our project initiation system where the quality control plan, staff responsibility, and level of effort involved are identified at the beginning of the project.

UE Mission

Underwood Engineers' mission is to solve our clients' civil and environmental engineering challenges with a commitment to outstanding value, exceptional service, and quality results.

Firm Owner Involvement

The Principal in Charge will be responsible for setting continuous goals of quality assurance and your satisfaction.

Underwood employs a "working principal" approach which brings our leaders' high-level technical experience to each project. This adds value to the project and helps develop junior engineers assisting with the project.

Project Management

We are firmly committed to a project management system that ensures our goals for quality and client satisfaction are met. Project Managers and Project Engineers are assigned the project based on the specific project disciplines required. Although the project manager is ultimately responsible, all team members play a role in project delivery (*i.e.*, schedule, budget, technical coordination, communication, and QA/QC). The Project Manager remains your primary contact from project initiation, through construction, to satisfactory completion. A Lead Project Engineer is designated as the secondary client contact to assure that assistance will always be available when requested.

To foster a sense of ownership and personal responsibility, the Project Manager and Lead Engineer stamp all design drawings alongside the Principal.

During the engineering work, the methods below are used to maintain the highest possible quality.

- Engineering deliverables are reviewed and often stamped by two professional engineers.
- Construction documents are reviewed for constructability by staff members with the appropriate construction experience prior to their release to the client. Depending on a project's complexity, the review is completed by UE staff who are not involved in the project so they can provide independent evaluation. Projects are reviewed for completeness, quantities, details, technical requirements, and constructability.



Continuing Education and Training

UE supports continuing education through additional coursework, attendance and technical training sessions, and internal training sessions for staff interested in new technologies. Our support for these programs includes encouragement to pursue ongoing education, financial support such as tuition reimbursement, and company-paid technical session attendance. Our engineers keep abreast of industry innovations to provide you with the best available options. Our engineers are also presenters at these sessions, contributing to the field as a whole.

Project Team Continuity

Once a project team has been assigned, it is the goal of Underwood Engineers to maintain that team for the duration of the project. This assists in maintaining project consistency and continuity.

Documentation of Decision Making

Documentation provided in the form of meeting minutes and project status reports is maintained by Underwood Engineers. These documents confirm decisions throughout the project process and provide a “history” and reason behind the decisions that are made

Communication and Dissemination of Information

We maintain consistent communication with our clients. We have several tools that are used for communicating project information including telephone, email, our website and our Client Portal. We have the capacity to provide paperless work projects through dissemination of documents using pdf, email, and the internet. Large documents can be transmitted using our Client Portal on our website.

Resources and Workload Commitments

We carefully monitor labor commitments. We review project commitments and staff resources at least twice per month. These meetings monitor workload needs with a 10-week lookahead. Long-term commitments are evaluated twice per year for a 15-month look ahead. Review of our long-term projections allows us to understand our commitments so we can plan for new projects appropriately.





UNDER-1

OP ID: CWP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2023

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
781-245-5400
Poole Professional B&B of MA
107 Audubon Rd, #2, Ste 305
Wakefield, MA 01880
Christopher A. Poole

CONTACT NAME: Cameron W. Poole	
PHONE (A/C, No, Ext): 781-245-5400	FAX (A/C, No): 781-245-5463
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: Hartford Insurance Company	30104
INSURER C: Twin City Fire Insurance	29459
INSURER D: XL Specialty Insurance Company	37885
INSURER E:	
INSURER F:	

INSURED
Underwood Engineers, Inc.
25 Vaughan Mall Unit 1
Portsmouth, NH 03801-4012

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 SUBR (INSR / 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		08SBAAE2950	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		08UECBB1093	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	08SBAAE2950	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	08WBCAG4M6D	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Eng/Arch Prof Liab <input type="checkbox"/> Incl. Pollution		DPR5013170	06/01/2023	06/01/2024	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER
Underwood Engineers, Inc.
25 Vaughan Mall Unit 1
Portsmouth, NH 03801-4012

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 UNDERWOOD ENGINEERS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 18, 1982. 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: 47970

Certificate Number: 0006345865



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of November A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Corporate Resolution

I, David J. Mercier, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Underwood Engineers, Inc., I hereby certify the following is a true copy of a vote taken at the
(Name of Corporation)

annual meeting of the Board of Directors/shareholders, duly called and held on February 22, 2023,
at which a quorum of the Directors/shareholders were present and voting.

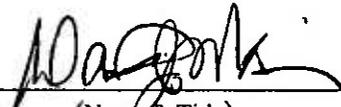
VOTED: That Keith A. Pratt (President); W. Steven Clifton (Senior Vice President); or
David J. Mercier (Vice President) is duly authorized to enter into contracts or agreements
on behalf of

Underwood Engineers, Inc., with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments 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.

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 (December 8, 2023) 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: 1/29/24

ATTEST: 
(Name & Title)

David J. Mercier, Vice President



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

UNDERWOOD ENGINEERS, INC.
25 VAUGHAN MALL, UNIT 1,
PORTSMOUTH, NH 03860

EXHIBIT INDEX

1. Exhibit 'A': Technical Proposal dated September 29, 2023, 42 pages. *WSC*
2. Exhibit 'B': Underwood Engineers, Inc., Wage Rates, 3 page. *WSC*
3. Exhibit 'C': Quality Assurance/Quality Control Program from Underwood Engineers, Inc., 3 pages. *WSC*
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 8th 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 Underwood Engineers, Inc., 25 Vaughan Mall, Unit 1, Portsmouth, NH, 03860 (Vendor No. 155587), 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. $\text{Contract Labor Rate (\$/hr)} + \text{Fixed Fee [12\% maximum] (\$/hr)} = \text{Total Hourly Wage per employee.}$
4. Payments on the account of the CONSULTANT'S basic services shall be made in proportion to the services performed so that compensation at the completion of each phase shall equal the following percentages of the total basic compensation:

A. Schematic Design Phase	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: Underwood Engineers, Inc.

DATED: December 8, 2023

BY: 

BY: 

PRINTED NAME: W. Steven Clifton, P.E.

PRINTED NAME: Keith A. Pratt

EMAIL ADDRESS: kpratt@underwoodengineers.com

EMAIL ADDRESS: sclifton@underwoodengineers.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: 2/23/2024

BY: 

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

DATED: _____

BY: _____
Secretary of State