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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 17, 2024

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

REQUESTED ACTION

- 1) Authorize the Division of Public Works Design and Construction to enter into a contract with DLR Group Inc., (VC#495666), 6457 Frances Street, Suite 200, Omaha, NE, for a total price not to exceed \$9,167,169, for Project Number 81335R-A New Men's Prison. This contract is effective upon Governor and Council approval through the completion of the construction documents phase, estimated to be August 29, 2025, unless extended in accordance with the contract terms. **100% General Funds.**
- 2) Further authorize that a contingency in the amount of \$777,831 be approved for unanticipated site expenses for the New Men's Prison, bringing the total to \$9,945,000. **100% General Funds.**
- 3) Further authorize the amount of \$50,000 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC#311152), for engineering services provided, bringing the total to \$9,995,000. **100% General Funds.**

Funding is available in account title Department of Corrections as follows:

	<u>FY 2025</u>
02-46-46-460010-63880000 New Hampshire State Prison Fund	
034-500152 – Design and Study	\$ 9,167,169
034-500152 – Contingency	\$ 777,831
034-500152 – DPW Fees	<u>\$ 50,000</u>
Grand Total	\$ 9,995,000

EXPLANATION

Pursuant to Chapter 21-H:17, Laws of 2023, the NH State Prison Fund has been established for the purpose of the design and construction of a new State prison, and funds for preliminary design services are appropriated. This contract is for professional preliminary design services for a new 1,500-bed Men's Correctional Facility, in Concord. The scope of work includes: 1) A detailed site investigation of 300+ acres on North State Street owned by the Department of Corrections. The investigation includes a

topographic survey with detailed meets and bounds, and analyses of geotechnical conditions, geological conditions, historic features, and deeds and encumbrances; 2) A detailed analysis of existing utilities and recommendations for supplemental utility infrastructure to meet the requirements of this type and size of a facility; 3) A site analysis and complete programming and preliminary design layout of a new 1,500-bed Men's Correctional Facility; and 4) A detailed masterplan document for the 300+ acres, including analysis and recommendations for the existing Men's facility.

A detailed site investigation is necessary due to the many challenging conditions of the site. Namely, it's a former quarry with debris piles, concrete foundations of old quarry-related structures, limited access due to steep grades, and water pressure inadequacies. The advantages of the site include current State ownership, large enough site in Concord able to accommodate this large facility, and no change in use/zoning for a correctional facility. The product at the end of this contract will be a complete pre-design package of documents describing the best approach to meeting all legal requirements (codes, guidelines, ordinances, deed restrictions) to develop the required 1,500-bed facility on this challenging site.

In August 2023, the Division of Public Works Design & Construction solicited Registered Architects and Engineers, by public announcement in the State, for interest in providing consultant services for the detailed site analysis, programming and pre-design of the New Men's Correctional Facility in Concord, NH.

Four (4) consultant firms submitted letters of interest and qualifications and were considered for this assignment. These consultant firms were evaluated based on their submitted qualifications, including applicable experience of the firms and team members.

DLR Group, Inc.	HOK, Inc.
SMRT, Inc.	STV, Inc.

Ultimately a short list of three (3) firms was developed and these firms were requested to submit a technical proposal and attend an interview with the Consultant Selection Committee. These consultant firms were rated on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment.

Interviews were held with the following three (3) Consultant firms on October 17, 2023.

DLR Group, Inc.	SMRT, Inc.
STV, Inc.	

Based on their technical proposal, presentation and experience on projects of a similar nature, the firm of DLR Group, Inc. was chosen as best qualified for the project. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience. The Consultant Selection Committee included representatives from the Department of Corrections and the Division of Public Works Design and Construction.

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

The agreement has been approved by the Attorney General as to form and execution; and the Department of Administrative Services has certified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services – Division of Public Works Design and Construction.

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner



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

**AGREEMENT
FOR
NEW MEN'S CORRECTIONAL FACILITY
CONCORD, NEW HAMPSHIRE
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S PROJECT NUMBER 81335R
CONTRACT A**

**DLR GROUP INC.
6457 FRANCES STREET, SUITE 200
OMAHA, NE 68106**

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated February 22, 2024 from DLR GROUP INC., 8 pages.
2. Exhibit 'B': DLR GROUP INC. Wage Rates, 1 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program dated October 6, 2023 from DLR GROUP INC., 3 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

PROJECT NUMBER 81335R, CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 6th day of June in the year 2024 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the COMMISSIONER OF THE CORRECTIONS DEPARTMENT, hereinafter referred to as the USING AGENCY, and the COMMISSIONER OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, hereinafter referred to as the DEPARTMENT, acting under NH RSA chapter 21-I, as amended, and DLR GROUP INC., 6457 Frances Street, Suite 200 Omaha, NE 68106 (Vendor Number 495666), hereinafter referred to as the CONSULTANT, collectively "PARTIES," witnesses that:

*WHEREAS, CONSULTANT submitted a proposal to provide consultant services for the design of the Project (Exhibit 'A');

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, as an independent contractor and not as a STATE agent or employee, to perform the professional services required for the planning, design, and construction of the project including but not limited to feasibility studies, programming, site and building assessments and inspections, construction documents, computerized building simulation, life cycle costing, and on-site observation, as required for the project, in accordance with Exhibits 'A', 'B', and 'C' and the following terms and conditions for payment of a lump sum fee, not-to-exceed Nine Million One Hundred Sixty Seven Thousand One Hundred Sixty Nine Dollars and Zero Cents (\$9,167,169.00). The CONSULTANT agrees to accept this amount as full compensation for the combined total cost of all work, expenses and profit.

THE PROFESSIONAL STUDY SHALL CONSIST OF THE FOLLOWING:

This contract is for professional preliminary design services for a new 1,500-bed Men's Correctional Facility, in Concord. The scope of work includes: 1) A detailed site investigation of 300+ acres on North State Street owned by the State Department of Corrections. The investigation includes a topographic survey with detailed meets and bounds, and analyses of geotechnical conditions, geological conditions, historic features, and deeds and encumbrances; 2) A detailed analysis of existing utilities and recommendations for supplemental utility infrastructure to meet the requirements of the type and size of this facility; 3) A site analysis and complete programming and preliminary design layout of a new 1,500-bed Men's Correctional Facility; and 4) A detailed masterplan document for the 300+ acres, including analysis and recommendations for the existing Men's facility.

PART I FEE:

1. Payments on the account of the CONSULTANT'S services shall be made on the basis of the statement submitted by the CONSULTANT at the time of the service occurrence on a monthly basis and approved by the DEPARTMENT.
2. Payment will be based upon the
 - A. Direct Labor Rate. The maximum Direct Labor Rate allowed for all labor classifications under this AGREEMENT shall be \$80 per hour for the life of the AGREEMENT.
 - B. Contract Labor Rate. The Contract Labor Rate is the sum of the Direct Labor Rate and the Overhead and Burden.
 - C. Fixed Fee. A Fixed Fee for profit and non-reimbursed costs shall be a negotiated amount based upon the estimated risk to be borne by the CONSULTANT. The maximum Fixed Fee shall be 12% of Contract Labor Rate.

3. Payment will be calculated as follows:

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 Task shall equal the following:

A.	Project Initiation	\$ 209,918
B.	Task Group 1	
1.	Site Analysis	\$ 192,589
2.	Site Master Planning	\$ 1,178,867
3.	Programming	\$ 1,201,934
4.	Site Alternatives	\$ 661,128
		\$ 3,234,518
C.	Task Group 2	
1.	Final Architectural Program	\$ 1,215,028
2.	Site Design/Building Concepts	\$ 1,113,312
		\$ 2,328,340
D.	Task Group 3	\$ 2,036,393
1.	Pre-Schematic Design Concepts	
E.	Expenses	
1.	Travel Expenses	\$ 58,000
2.	Boring Expenses	\$ 450,000
		\$ 508,000
F.	Allowances	
1.	Boring/Civil/Geotechnical	\$ 300,000
2.	General Design	\$ 550,000
		\$ 850,000

TOTAL BASIC FEE: \$ 9,167,169

5. For the CONSULTANT'S additional services in making major revisions in drawings, specifications, and other documents when such revisions in the Construction Documents Phase and/or the Construction Phase are required and are inconsistent with written approval or instructions previously given, and are due to causes beyond the control of the CONSULTANT, as approved by the DEPARTMENT, compensation shall be based on wage rates provided in Exhibit 'B'.
6. Employees not listed on Exhibit 'B' shall be compensated at a multiple of two and one quarter (2.25) times the employee's Direct Personnel Expense.
7. Additional services of professional sub-consultants shall be computed at a multiple of one and one tenth (1.1) times the amount billed to the CONSULTANT for such services.
8. Direct personnel expense of employees engaged on the project includes architects, engineers, and other technical employees in producing drawings, specifications, and other documents pertaining to the project. Such expenses shall include cost of salaries as well as mandatory and customary benefits.
9. All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total agreed upon not-to-exceed lump sum fee amount. All sub-consultant costs may also be subject to audit by the STATE and Federal Governments.

PART 2 ASBESTOS:

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, as well as, the DEPARTMENT'S Interior Space Planning Standards, and amendments thereto, or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

PART 4 CONSULTANT'S BASIC SERVICES:

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 architectural, structural, mechanical, electrical, site development and utilities, materials and methods, as required, together with a more detailed estimate of construction costs, submitting three (3) copies of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
1. The CONSULTANT and representatives of each of the consultant engineering disciplines required for the project shall present the Design Development Documents at a review meeting with the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION and the USING AGENCY. The presentation shall include justification of selections and impacts of decisions on life cycle costs. The documents shall describe the project sufficiently to allow for thorough evaluation.
 2. As a minimum, the Design Development package shall include:
 - a. Definitive Drawings
 - 1) Site plan
 - 2) Floor plans
 - 3) Elevations
 - 4) Section
 - 5) Systems line drawings
 - b. Narrative building description including all systems and performance criteria.
 - c. Outline specifications including all divisions proposed for final specifications.
 - d. Detailed cost estimate itemized by specification heading.
 - e. Narrative analysis of any disproportionate budget monies assignments, if any, with justifications.
 - f. Documented cost/benefit research of options reviewed by each design team discipline.
- C. CONSTRUCTION DOCUMENTS PHASE: The CONSULTANT shall prepare, from authorized Design Development Documents, working drawings and specifications, setting forth in detail the requirements for the construction of the entire project, in cooperation with the requirements of the Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
1. Construction documents shall comply with all current applicable Federal, STATE, and local codes, laws, regulations and requirements applicable to the

project, including Executive Orders 2004-7 and 2005-4, and State of NH "High Performance Design Standard" regarding energy efficiency of State Government, in effect as of the date of the advertising of the project.

2. The CONSULTANT hereby agrees that the construction documents shall be produced in 1/8-inch scale or larger, measuring 24 inches by 36 inches with a 1/2-inch border and a binding border of 1-1/2 inches, unless larger sheets are approved by the DEPARTMENT.
3. The CONSULTANT with the cooperation of the DEPARTMENT shall prepare the technical specifications in the Construction Specifications Institute's format. Specifications shall be on "bond paper", suitable for reproduction. The Drawings which have been completed by a computer aided drafting system shall be presented to the DEPARTMENT in .DXF or the Department's latest release of AutoCad format. Back of the Plan Sheets shall be labeled with its corresponding electronic file name. The Specifications which have been completed by a computerized word processing system shall be presented to the DEPARTMENT in the Department's current release of Microsoft Word format. The formats and file names shall be clearly identified on the compact discs.
4. The CONSULTANT shall provide an original wet seal(s) on final construction documents.
5. The CONSULTANT shall advise the DEPARTMENT of any adjustments to previous statements of probable construction costs indicated by changes in program or requirements and shall deliver to the DEPARTMENT a detailed construction cost estimate based on all items of the construction documents.
6. The CONSULTANT shall deliver three (3) sets of prints of the working drawings and specifications to the DEPARTMENT for final review and authorization to proceed to the next phase prior to submitting the original construction documents.
7. The CONSULTANT shall include an affidavit confirming that the construction documents have been reviewed by the CONSULTANT in accordance with the CONSULTANT'S quality assurance/quality control (QA/QC) program provided in Exhibit "C".
8. BIDDING AND NEGOTIATION PHASE: The CONSULTANT shall assist the DEPARTMENT in preparing the necessary addenda, during the bidding period, and shall assist in negotiations, as required, prior to award of the construction contract.

D. CONSTRUCTION ADMINISTRATION PHASE: Generally, the CONSULTANT shall function as an advisor to the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION'S Project Architect/Engineer. The CONSULTANT shall, at all times, have access to the work and shall make weekly visits to the site to familiarize itself generally with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Contract documents, and shall require its sub-consultants to visit the site upon its request to inspect the work in progress. The CONSULTANT shall, to the best of its ability, notify the DEPARTMENT as to defects and deficiencies in the work of the Contractor. The DEPARTMENT reserves the right to require the CONSULTANT to make visits to the site, more frequently or less frequently than weekly, as ordered by Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. After each visit, the CONSULTANT shall promptly submit a written report of its findings (ex. meeting minutes), and/or those of its sub-consultants, to the DEPARTMENT, listing all its observations, decisions and interpretations of the Contract documents and work progress, made during on-site visits.
2. Based upon such observations at the site, and on the Contractor's Requisition for Payment, the CONSULTANT shall determine the appropriateness of line-

item costs submitted and shall so advise the DEPARTMENT prior to the processing of the Partial Payment Estimate.

3. The CONSULTANT shall conduct timely review and approval of shop drawings, samples and other submissions of the Contractor only for conformance to the design concept of the project and for compliance with the information given in the Contract documents. These shall be forwarded to the DEPARTMENT for final approval.
4. The CONSULTANT shall record and distribute minutes of all project meetings and shall advise the DIVISION's Project Architect/Engineer relative to construction disputes.
5. The CONSULTANT shall also issue Architect's Supplemental Instructions, as required, to clarify and interpret the Contract Documents and submit finish color selections for USING AGENCY'S approval.
6. The CONSULTANT shall prepare and compile Requests for Proposal for Change/Alteration Orders. The CONSULTANT shall review Contractor's Change Estimates and advise the DIVISION's Project Architect/Engineer relative to the accuracy and acceptability of the Change Estimates.
7. The CONSULTANT shall conduct the inspections to assist the DEPARTMENT in determining the dates of Substantial and Final Completion, and shall receive and review written guarantees and related documents assembled by the Contractor.
8. The CONSULTANT shall assist in the preparation of the Substantial Completion Certificates, compiling punch lists of work in need of correction.

PART 5 DATE OF COMPLETION:

1. The CONSULTANT hereby agrees to process the services required by this AGREEMENT expeditiously to the completion of the Construction Documents Phase of the assigned project and to deliver these documents to the DEPARTMENT on or before August 29, 2025.

PART 6 THE DEPARTMENT'S RESPONSIBILITIES:

1. The DEPARTMENT will provide the CONSULTANT with all pertinent information, to a reasonable extent, regarding the DEPARTMENT'S and the USING AGENCY'S requirements for the project.
2. The DEPARTMENT will review project documents for consistency with DEPARTMENT standards. The DEPARTMENT'S review is to ensure project requirements are met, there are no negative impacts to USING AGENCY operations, and the design is in the STATE'S best interest. The DEPARTMENT'S review shall not be considered part of the CONSULTANT'S QA/QC program.
3. The DEPARTMENT hereby designates the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION as its representative, authorized to act in its behalf with respect to the project. The Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION will examine the documents submitted by the CONSULTANT and will render decisions pertaining thereto promptly in order to avoid delay in the progress of the CONSULTANT'S work.
4. The DEPARTMENT will administer all details in connection with obtaining bids or negotiating proposals, awarding and preparing contracts, preparing partial estimates and other contract administrative work required for the project.
5. The DEPARTMENT will provide for field inspection of the work.
6. The DEPARTMENT may extend the completion date stipulated in this AGREEMENT when satisfactory evidence is presented by the CONSULTANT that such extension is warranted.

PART 7 TERMINATION OF AGREEMENT:

1. The DEPARTMENT may at any time, and for any cause, including, but not limited to, the failure of appropriation of funds for these purposes, after the execution of this AGREEMENT, abandon or suspend for an indefinite time the prosecution of the work required by this AGREEMENT or any part thereof. Upon notification in writing of such abandonment or suspension, this AGREEMENT shall be terminated or modified as the case may require. In such event, the CONSULTANT shall, in addition to any installment or fee payable prior to such abandonment or suspension, be entitled to fair compensation for any uncompensated work in progress, satisfactorily performed prior to such abandonment or suspension, and all documents finished or unfinished shall become the property of the STATE as official records and documents of public concern and information.
2. The CONSULTANT, for just cause, may terminate this agreement by notifying the DEPARTMENT in writing thirty (30) days prior to such termination.

PART 8 EXTENT OF AGREEMENT:

1. This AGREEMENT, including all Exhibits, is the entire AGREEMENT and understanding of the parties and supersedes all prior understandings. This AGREEMENT shall be construed according to the laws of the STATE. The scope of work in this AGREEMENT shall not be modified in any way without prior approval of the Governor and Council.

PART 9 CONTINGENT NATURE OF AGREEMENT:

1. Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

PART 10 CLAIMS AND INDEMNIFICATION:

1. **NON-PROFESSIONAL LIABILITY INDEMNIFICATION:** The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT.
2. **PROFESSIONAL LIABILITY INDEMNIFICATION:** The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its sub-consultants in the performance of professional services covered by this AGREEMENT.
3. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

PART 11 INSURANCE:

1. It is agreed that, in accordance with NH RSA chapter 281, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, workers' compensation insurance, and require its sub-consultants to do likewise. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
2. Further agreed that, in accordance with NH RSA 21-I:80, II, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, professional liability insurance (errors and omissions) providing protection to the STATE for the CONSULTANT'S acts and omissions. Such professional liability insurance shall be in the minimum amount of \$2,000,000 in the aggregate. No retention (deductible) shall be more than \$75,000 per claim. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

3. Further agreed that, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE, its agencies, and its agents and employees to be named as additional insureds). The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
4. Further agreed, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, commercial and personal automobile liability insurance covering motor vehicles, including owned, hired, borrowed, and non-owned vehicles. Such insurance shall be in the minimum amount of \$500,000 combined single limit for bodily injury and property damages. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
5. All of the insurance policies required by this AGREEMENT shall require the insurer to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.
6. The certificates shall evidence the required coverage, retention (deductible) and cancellation clause. The CONSULTANT shall have a continuing duty to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with new certificates of insurance as the policies are amended or renewed. Failure to comply with the insurance requirements of this AGREEMENT may result in a delay in processing requisitions, stopping work on the project, or other consequences.

PART 12 GENERAL PROVISIONS:

1. Severability Clause: If any provision of this AGREEMENT is declared to be invalid, the remainder of the AGREEMENT will be deemed valid and enforceable.
2. Applicable Law: This AGREEMENT is governed by, and shall be construed in accordance with, New Hampshire law.
3. Ownership of Documents: All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document that shall have been collected, prepared or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT. Reuse of any of these documents by the STATE, without written permission of the CONSULTANT, shall be at the STATE'S risk.

DLR GROUP INC.:

DATED: 06.06.24

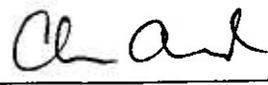
BY: 

Andrew M. Cupples, FAIA, DBIA, Vice President
(PLEASE PRINT NAME)

acupples@dlrgroup.com
(EMAIL ADDRESS)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

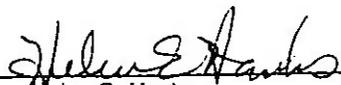
DATED: 6-18-24

BY: 

Charles M. Arlinghaus
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS

DATED: 6/11/2024

BY: 

Helen E. Hanks
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: 6/20/2024

BY: 

SECRETARY OF STATE:

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

DATED: _____

BY: _____
Secretary of State

NH Men's Prison

22 February 2024

TO: Timothy D. Smith, Architect
 Project Manager IV
 New Hampshire Department of Administrative Services
 Division of Public Works, Design and Construction
 7 Hazen Drive, Suite 250,
 Concord, NH 03301
timothy.d.smith@das.nh.gov

02/27/2024
 DLR Group - NEW CONTRACT
 81335R Contract A
 \$7,809,169 Base Fees
 \$508,000 Borings and travel
 \$300,000 Supplemental boring allowance
\$550,000 Design Allowance
\$9,167,169 TOTAL CONTRACT

FROM: Pete Obarowski, Principal and PM
 DLR Group
 701 8th St NW, Suite 700
 Washington, DC 20001
pobarowski@dirgroup.com
 Ph: 703-409-1262

\$780,917 CONTINGENCY (outside contract)

\$9,948,086 total

RE: NH MEN'S PRISON -Letter of Proposal

Dear Tim,

We are excited that the DAS and DOC have selected DLR Group and Lavallee Brensinger Architects PLLC (DLR / LBA) design team for the Program, Site Review and Evaluation, and Implementation of a new NH Men's Prison. Please consider the following as our written Scope and Fee Proposal for this project. We believe you will find its terms to be consistent with our previous communications regarding this project.

The initial scope of the project will be based on several tasks which each focus in further detail on the various aspects of the conceptual design of the new facility as well as overall site masterplanning. Tasks will include conceptual and pre-schematic level design services such as: high level operational review of the existing prison operations; space and facility space needs assessment and programming; alternatives analysis of building/siting options; conceptual level building floor plans and layout; extensive site survey, review and investigation (including the existing adjacent City of Concord property) for the whole 400+ acre campus; review of the existing Men's facilities for potential adaptive re-use opportunities; evaluation and identification of site requirements and site plan (site survey, geotechnical, Phase 1 environmental, water, geology, quarries, existing firing range, etc); conceptual level total project cost estimates including hard and soft project costs; and assisting the DAS and DOC with developing and executing a successful legislative approval document for the project. Future professional services may include final design development, construction documents and construction phase services.

Project Approach

DOC is planning on the replacement of their outmoded 1878 and 1980's expanded existing prison with a new facility on an adjacent site. The new facility will require cost confirmation based on planning, programming and conceptual siting and basis of design for a normalized and rehabilitative facility.

As noted above, the scope is broken into three tasks/task groups each focusing deeper into the design and evaluation elements of the project. Each task group will have similar components of work but a varying levels of engagement. The primary tasks break down as follows:

Project Initiation/data collection/Existing Conditions

Task Group 1 – Programming and Site Determination - Preliminary Investigations

Task Group 2 – Concept Design and Site Development Planning - Detailed investigation Preferred Site

Task Group 3 – Master Planning/Pre-schematic and Implementation including review of the existing Men's facilities for potential adaptive re-use opportunities

NH Men’s Prison

Each task group has subtasks and efforts that continue to build upon one another including:

Project Initiation – project setup and contracting, site visit, initiation meeting, and regular team meetings.

Site work – overall site analysis/study (site survey, borings, geotechnical, data collection, geology, city coordination, quarries, mines, etc), and focused site studies (borings, wetlands, utilities, site access, traffic study, permit planning/matrix, etc).

Operational Planning – Population breakdowns/classification(s), management modules, posts/postions, other facility site visits (3 other projects) and user group meetings.

Space Planning – Philosophical approach, current utilization, program/programming, space relationship diagram, housing unit design, support building concepts, user group meetings, and ROM cost analysis

Site Master Planning – Block/stack options, existing site review, siting option concepts, ROM cost estimates, and stakeholder meetings.

The new facility conceptual design will endeavor to define, masterplan and design the project, including a detailed cost and scope understanding in order to provide all-in budgeting for approval by the legislature. Our team’s approach will be to work closely with key project stakeholders and take into account the future vision of DAS and DOC for the new 1500 bed prison campus and facilities.

Scope of Work and Proposed Schedule

NH Men’s Prison Scope of Work and Proposed Schedule

It is our understanding that DAS wishes to have the NH Men’s Prison “Rough Order of Magnitude” (ROM) cost budget completed by May 2024, allowing for adequate time to budget funds for the next fiscal cycle. However, the ROM cost for May 2024 will not drive the schedule for the detailed work of the study for the project but will be a milestone in the project schedule to provide a bases for funding with the information at that time. Based on our experience with similar scope studies, our team proposes to complete our work in approximately 12 months from the Notice-to-Proceed from the DAS which we estimate as July 1, 2024. This can be adjusted as necessary based on mutual agreement with DAS and DOC.

TASK	PARTICIPATING TEAM MEMBERS & COMMENTS
<p>PROJECT INITIATION/DATA COLLECTION/EXISTING CONDITIONS 1 MONTH</p>	
<p>Project Initiation The initial part of work will be meetings and existing site visits to set the scope of work for the following task groups.</p> <ul style="list-style-type: none"> 0.1 Project initiation and scoping 0.2 Project organization and management 0.3 Contract finalization and completion 0.4 Consultant contract finalization and completion 0.5 Project Kick Off meeting with the project stakeholders (project steering committee) 0.6 Project schedule, approach, and work plan. 0.7 Compile and review existing documentation and data 	<p>Project Kick-off meeting and on-site facility tour Participants:</p> <ul style="list-style-type: none"> ▪ DLR Group ▪ Lavallee Brensinger ▪ VHB – Civil ▪ Yeaton/Dubois King – MEP/FP ▪ FBRA – Structural ▪ R&N - Security ▪ Halliday – Food Service

TASK GROUP 1 – PROGRAMMING AND SITE DETERMINATION - PRELIMINARY INVESTIGATIONS 3.5 MONTHS	
<p>Site Investigation, Operational Planning, Site Master Planning The design team will prepare for multiple facets of the work during task group 1 related to all design and site aspects. Our team will implement the following approach:</p> <p>Site Analysis</p> <p>1.1 Determine area requirements for planning purposes</p> <p>1.2 Geotechnical and civil review.</p> <ul style="list-style-type: none"> ▪ Preliminary and overall review of the proposed site to better determine optimal siting area(s): <ul style="list-style-type: none"> ○ Site survey including: <ul style="list-style-type: none"> ✓ Overall site survey ✓ Topography ✓ Metes and bounds of all properties (including city owned lot) ✓ Review of quarries ✓ Review of mines ✓ Review of existing firing range relocation ✓ Land swap review and considerations with the City of Concord ○ Review infrastructure including: <ul style="list-style-type: none"> ✓ Water ✓ Sewer ✓ Power/Electric ✓ Telephone/Communications/Data ○ Evaluate the sites Hardness and Resilience ○ Site Access and traffic ○ Easement, wetlands, topography, and other key site factors ○ Preliminary applicable permit matrix ▪ General geotechnical across site: <ul style="list-style-type: none"> ○ Monitoring wells / water table ○ Soil typology/rock configuration(s) ○ Borings ○ Sampling ▪ General geotechnical data collection: <ul style="list-style-type: none"> ○ Natural Resource Area Delineation ○ Rare, Threatened Endangered Species Screening ○ Cultural / Request for Project review initial screening ○ Phase 1A Archaeological Sensitivity assessment • ASTM Phase 1 ESA <p>1.3 Visit the current prison facilities and propose new sites with our team to review existing site condition(s) and existing Men's prison operations. General review of the operations of the existing facilities, utilities, infrastructure and the proposed new sites.</p> <p>Master Planning</p> <p>1.4 Site Component Programming: Evaluate and review the existing site components and program for reconstituting other/existing site buildings on adjacent sites.</p>	<p>Meetings / work sessions with stakeholders, users and client during this phase.</p> <p>Participants:</p> <ul style="list-style-type: none"> ▪ DLR Group ▪ Lavallee Brensinger ▪ VHB – Civil ▪ SW Cole – Geotech ▪ Yeaton/Dubois King – MEP/FP ▪ FBRA – Structural ▪ R&N – Security ▪ Halliday – Food Service ▪ Ellana - Cost estimator

NH Men's Prison

- 1.5 Existing Site Analysis by Component: Compare and contrast the future site program and existing site components for proper reallocation and site alternatives.
- 1.6 Existing Site and Building Adaptive Reuse: Develop more detailed site and building adaptive reuse by component and program area. Analyze existing building configurations for reprogramming and layout. Determine and review site and building relationships with other site elements.
- 1.7 Additional Site Alternatives: Prepare optional layouts and design for relocating existing building components in relation to the new beds.
- 1.8 Alternative Layouts (three estimated) Analysis and Narratives: Provide narratives for the site alternative design options.
- 1.9 Meeting with Stakeholders and Review Agencies: Attend a half day meeting with stakeholders (project steering committee) to review findings and receive input/feedback for report incorporation. Additional hours for meeting with 2 local review agencies is also included.

Programming

- 1.10 Visioning session: meeting with all stakeholders (project steering committee) to develop and reinforce the DAS/DOC vision for the development of the NH Men's Prison (1 session, 1 day).
- 1.11 User Group Meetings: meet with key project stakeholders and review findings, project development(s), initial programming and planning concepts (2 sessions, 4 days each).
- 1.12 Population profile(s) and bed needs by classification. A study to analyze population and distribution of beds and bed types by classification of persons in custody. Essentially, a population analysis and breakdowns of classifications in order to determine housing unit types, configurations and relationships (but not a population projection).
- 1.13 Existing operations and staffing analysis including interviews of designated personnel/departments to determine special operational and functional requirements and organize and/or attend focus groups as required.
- 1.14 Conceptual organization and operations plan.
- 1.15 Housing utilization plan/survey and documentation
- 1.16 Existing space utilization survey and documentation.
- 1.17 Draft space program: Prepare a Space Program Report and relationship diagrams.

Site Alternative Conceptual Development

- 1.18 Site test fits and housing studies: Prepare conceptual site block/stack diagrams.
- 1.19 Prepare ROM cost estimate.
- 1.20 Concept workshops (3 meetings): Review posts/positions with DOC for budget and operational analysis. Prepare a philosophical approach to the project as a guidepost for achieving DAS/DOC overall vision for the design. Review program summary with the stakeholders and incorporate revisions and comments.
- 1.21 Program, planning and concept development support Project Management
- 1.21 Project QA/QC in preparation for report submission.

<p>1.22 Bi-weekly progress meetings (virtual and in-person) with the project steering committee.</p> <p>1.23 Provide a final report culminating operational, site, ROM cost, siting options, space plan, narratives of draft phasing options to include a stakeholder presentation.</p> <ul style="list-style-type: none"> ▪ Interim Milestone: Provide DAS/DOC with a project estimated square footage and cost per square foot for budget planning in May 2024. 	
<p>TASK GROUP 2 – CONCEPT DESIGN AND SITE DEVELOPMENT PLANNING - DETAILED INVESTIGATION PREFERRED SITE 4 MONTHS</p>	
<p>Site Investigation, Operational Planning, Site Master Planning</p> <p>The design team will prepare more detail for multiple facets of work during task group 2 related to all design and site aspects. The Study will include up to three (3) potential configurations for the new Men's prison within the overall proposed site owned by the State. Our team will implement the following approach:</p> <p>Site, Civil and Geotechnical</p> <ul style="list-style-type: none"> ▪ Detailed review of the proposed site locations determined from task group 1: <ul style="list-style-type: none"> ○ Focused site work including: <ul style="list-style-type: none"> ✓ Boundary / Boundaries ✓ Topography ✓ More detailed utility analysis and studies ✓ Site access and roadwork ✓ Initial traffic study ✓ Finalize quarry and mine items ✓ Finalize land swap issues ✓ Complete existing component site reallocation(s) ○ Detailed permit matrix and permit planning <ul style="list-style-type: none"> ✓ Natural Resource Area Delineation ✓ Rare, Threatened Endangered Species Screening ✓ Cultural/Request for Project review and initial screening ▪ Reporting of geotechnical on focused site area(s): <ul style="list-style-type: none"> ○ Monitoring wells / water table ○ Soil typology/rock configuration(s) ○ Detailed and increased borings ○ Additional sampling (soils and rock analysis) <p>Final Architectural Program</p> <ol style="list-style-type: none"> 2.1 Program narratives: functional/architectural, operational, and staffing, updated space/program tables, and code information. 2.2 Program relationship diagrams: prepare a relationship diagram of program and programmatic project components and spaces. 2.3 Room data sheets: indicate more detailed space requirements of program spaces to show room/space needs and components. 2.4 Interim progress report. 2.5 Prepare final report: Prepare a final Space Program Report including a statement of requirements, project schedule, and conceptual blocking/stacking diagrams. Finalize population analysis 	<p>Participants:</p> <ul style="list-style-type: none"> ▪ DLR Group ▪ Lavallee Brensinger ▪ VHB – Civil ▪ SW Cole – Geotech ▪ Yeaton/Dubois King – MEP/FP ▪ FBRA – Structural ▪ R&N – Security ▪ Halliday – Food Service ▪ Ellana – Cost estimator

<p>and breakdowns of classifications in order to determine housing unit types, configurations and relationships.</p> <p>2.6 Draft report review (2 day meeting)</p> <p>Site Design and Building Concepts</p> <p>2.7 Conceptual site development plans: prepare and review up to 3 site configuration concepts.</p> <p>2.8 Blocking plans and housing unit plans: prepare block and stack information on support projects while developing housing unit floor plans based on the planning concepts and vision.</p> <p>2.9 Conceptual design narratives: Basis of selected design, site/Geotech, general construction, and engineering narratives.</p> <p>2.10 Prepare conceptual cost estimate.</p> <p>2.11 Concept workshops (2 sessions, 2 days each). Meet with key project stakeholders (project steering committee) and review findings, project development(s), initial programming and planning concepts. Provide final and proposed posts/positions to DOC for budget and operational analysis. Review final program summary with the stakeholders and incorporate revisions and comments.</p> <p>2.12 Concept development support</p> <p>Project Management</p> <p>2.13 Bi-weekly progress meetings (virtual and in-person) with the project steering committee</p> <p>2.14 Tours of example facilities (3 sites, 1 week, 6 DAS/DOC)</p> <p>2.15 Provide a final report culminating operational, site, ROM cost, siting options, space plan, narratives of draft phasing options to include a stakeholder presentation.</p> <p>The result of this task will be site test fit diagrams for each block/stack concept indicating potential location of driveways, parking, building, and other primary project components. We will prepare up to three (3) test fit concepts on the site.</p>	
<p>TASK GROUP 3 – MASTER PLANNING/PRE-SCHEMATIC AND IMPLEMENTATION 3.5 MONTHS</p>	
<p>Site Master Planning FEASIBILITY STUDY/CONCEPTUAL DESIGN</p> <p>Based on the approved Space Programs, Site Evaluations, and Operational Review, our team will further develop several aspects of the project.</p> <p>Pre-Schematic Design Concepts</p> <p>3.1 Site plan: render and illustrate the preferred site plan concept.</p> <p>3.2 Plans and elevations: housing units plans and renderings (Including level 2), support components and exterior renders, support facility plans and block elevations.</p> <p>3.3 Massing diagrams and aerial renderings.</p> <p>3.4 Compliance diagrams for operations and staffing</p> <p>3.5 Program verification and review: comparison data on planned program and designed program.</p> <p>3.6 Design narratives</p> <p>3.7 Scope of construction and outline specifications</p> <p>3.8 Update concept and programming with cost estimate</p>	<p>Client Review Meetings:</p> <ul style="list-style-type: none"> ▪ DLR Group ▪ Lavallee Brensinger <p>Design review meetings with DAS/DOC to review the Conceptual Design</p> <p>Participants in Selected Option package:</p> <ul style="list-style-type: none"> ▪ DLR Group ▪ Lavallee Brensinger ▪ VHB – Civil ▪ SW Cole - Geotech ▪ Yeaton/Dubois King – MEP/FP ▪ FBRA – Structural ▪ R&N – Security

NH Men's Prison

<p>3.9 Implementation and phasing alternatives (based on cost and budget analysis)</p> <p>3.10 Interim design reviews (2 sessions, 2 days each)</p> <p>3.11 Draft report: Update reporting information to latest design information. Updates site and architectural plans and block/stack. Integrate MEP/S/Security narratives, drawings and outline specifications.</p> <p>3.12 Draft report review meeting (1 session, 2 days).</p> <p>3.13 Master planning and pre-schematic support</p> <p>Project Management</p> <p>3.14 Final report and comment incorporation: Issue the Final Feasibility Study featuring the preferred option to the DAS/DOC including conceptual cost estimates for the selected option.</p> <p>3.15 Executive summary and power point presentation; review final report with stakeholders</p> <p>3.16 Bi-weekly progress meetings (virtual and in-person)</p> <p>3.17 Presentations - (Leadership, Executive, Legislative Committee, Outreach)</p>	<ul style="list-style-type: none"> ▪ Halliday – Food Service ▪ Ellana - Cost estimator <p>Legislative Forums</p> <ul style="list-style-type: none"> ▪ DLR Group ▪ Lavallee Brensinger
TOTAL PROPOSED DURATION OF THE STUDY	12 MONTHS

SCHEDULE

The goal is to complete the Study phase of the project allowing adequate time to present the proposed project to the legislature and build consensus for project funding and subsequent implementation. The schedule will be based on receipt of timely input and direction from the DAS and DOC to assist our team with the study.

ARCHITECTURAL/ENGINEERING FEES – BASIC SERVICES

DLR Group, Lavallee Brensinger Architects, and our subconsultant fees for the Basic Services outlined above shall be the fixed fee of \$7,809,169, not including some expenses. The fees will be invoiced on a monthly basis as a percentage or completion. Additional expenses for borings and facility site tours for DAS/DOC and DLR Group are \$450,000 and \$58,000, respectively. Allowances have been added for additional borings as well as additional scope (such as but not limited to 3D scanning of existing buildings, additional relocation of other off-site buildings, community facilitator, etc.). A 10% contingency is also included in the grand total fee for use by DAS/DOC. The grand total of the fixed fee including expenses, allowances and contingency is \$9,948,086.

Breakdown of fee is as follows:

• DLR Group Architecture	\$4,151,109	
• Lavallee Brensinger Architects	\$1,121,495	
• VHB / SW Cole (Civil/Geo/Landscape)	\$1,613,750	(boring costs listed separately below)
• Ellana (Cost Estimating) / DLR Budgeting	\$ 200,000	
• Yeaton/Dubois King (MEP Engineering) / DLR MEP Engineering	\$ 395,395	BASE FEE
• FBRA (Structural Engineering) / DLR Structural Engineering	\$ 157,850	\$7,809,169
• Halliday (Food Services)	\$ 57,570	
• R&N (Security)	\$ 112,000	
• Facility Tour Expenses	\$ 58,000	Borings and Travel \$508,000
• Boring Costs	\$ 450,000	
• Boring Allowance (for additional)	\$ 300,000	
• Allowances (3D scan, facilitator, etc.)	\$ 550,000	allowance items detail in proposal
• Contingency (10% of base amount)	\$ 780,917	contingency (outside contract)

Invoices for DLR Group and Lavallee Brensinger Architects services shall be forwarded approximately monthly, and payment shall be due within thirty (30) days thereof. Balances outstanding for more than thirty (30) days shall bear interest at the rate of 1% per month.

ADDITIONAL and OPTIONAL SERVICES

These services will be provided upon request and with approval from the Owner (and could be covered by costs in allowances and/or contingencies):

Item	Allowance	Clarifications
Evaluation of New Sites for the proposed NH Men's Prison beyond adjacent site(s)	Hourly as requested and authorized	New Sites identified by DAS/DOC in addition to the primary site included under the Scope of Basic Services as directed by the Owner.
Field Measuring and/or Laser Scanning the existing prison facilities/buildings and preparation accurate Existing Conditions plans	Hourly as requested and authorized	Laser scanning costs can be provided at the request of the Owner.

Please let us know if you any questions.

Sincerely,



Pete Obarowski, AIA, DBIA
Principal
DLR Group of DC, P.C.

Encl: N/A
cc: Andy Cupples, Rob Fisch, DLR Group
Robert Robicsek, Lavallee Brensinger Architects

BPW Fee Estimating Table

2/27/2024 11:29

Project No. 81335R
 Concord NEW MENS PRISON - DLRGroup PD

	<u>Hours (Est)</u>	<u>Hrly Rate</u>	<u>Labor Tot.</u>	<u>Benefits</u>	<u>Overhead**</u>	<u>Total Est</u>
PM (design)	500	\$ 52.40	\$ 26,202.00	\$ 12,314.94	\$ 13,453.97	\$ 51,970.91
PM (construction)	0	\$ 52.40	\$ -	\$ -	\$ -	\$ -
Clerk	<u>0</u>	<u>\$ 45.72</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Est.	500		\$ 26,202.00	\$ 12,314.94	\$ 13,453.97	\$ 51,970.91

DESIGN					SAY	\$52,000.00
(estimated) CONSTRUCTION					SAY	\$0.00

note: this is hours
for this phase of
design only.


 Timothy D Smith
 2024.03.13
 13:34:05 -04'00'



Key for Hourly	max
CW I (22)	\$ 36.49
CW II (24)	\$ 39.82
PM I (21)	\$ 34.91
PM II (24)	\$ 39.82
PM III (27)	\$ 45.72
PM III - HD CLRK (27)	\$ 45.72
PM IV (30)	\$ 52.40

DLR GROUP RATES AND OH

Description	Base Hourly Rate	Overhead @ 2.2293	Plus 10% Profit	Hourly Rate	DLR Standard Rate
Senior Expert	80.00	178.34	25.83	284.18	350
Expert	80.00	178.34	25.83	284.18	300
Practice Leader	77.58	173.17	25.09	275.94	265
Project Leader	68.98	153.78	22.28	245.03	235
Sr. Professional	50.26	134.34	19.46	214.06	205
Professional II	50.00	111.47	16.15	177.61	175
Professional	40.74	90.82	13.16	144.72	145
Professional Support	31.21	69.58	10.08	110.87	115
Technical/Clerical	22.24	49.58	7.18	79.00	90



Pete Obarowski, AIA, DBIA
Principal
DLR Group

Quality Assurance/Quality Control Program

A solid Quality Assurance and Quality Control process is an essential part of any successful design practice. Quality in our designs and deliverables is a commitment, attitude, and culture that is ingrained throughout DLR Group and Lavallee|Brensinger Architects - a commitment that we strive to uphold on all projects. QA/QC is a continuous process that is embedded into our work plans, and we use it.

As this is a multi-phased approach to a project, we still take a wholistic look at the QA/QC plan from early master planning through the follow-up after project closeout. The plan presented reveals our methodology through project completion.

Objective

The objective of our QA/QC initiatives is to provide functional, affordable, and innovative designs that provide the State of New Hampshire with an energy-efficient 50+ year building with minimal long-term maintenance burden, delivered when you need it and within your budget.

Through appropriate planning and documentation, our team sees an average of less than 2% construction change orders. This exceptional standard of performance is the result of skilled and disciplined project leadership and professional staff who exercise effective QA/QC policies and procedures throughout every stage of the design and construction process.

Our pursuit of Quality begins with the assignment of experienced personnel to your Project, who will remain engaged from start to finish. Our team has decades of experience on this type of justice project from all across all of North America. We plan to bring this expertise to the New Hampshire Men's Correctional Facility.

Team Members and Tools

Each team member is an essential contributor to QA/QC and, therefore, needs to be fully informed and properly trained. Our team will be equipped with the following tools and technologies for use on your project:

- 3D scanning of existing facilities and structures.
- Advanced 3D Modeling and Virtual Reality software technologies. You will be able to walk through any portion of the project.
- Actively maintained Project Management software, web-based and accessible by each team member, for tracking schedules, budget, task lists, meeting notes, etc.
- Detail 3D drawings of each room to fully understand its design at a glance.
- Sustainable design and energy management expertise and software.
- Project kick-off all-team workshop to define project goals, identify stakeholders, clarify responsibilities, and establish protocol for communications and decision-making.
- Custom detailed project workplan updated weekly by the PM to track adherence to the project schedule, key milestones, and significant deadlines.
- Weekly team coordination meetings led by the project manager and attended by the project team to objectively critique document status, budget control, code compliance, and technical quality.
- Project Design + Update Meetings, as needed and led by the project manager and by you, the architects, and our consultants to collectively critique design and schedule progress.
- Phase-by-phase client review sessions are detailed sheet-by-sheet reviews of design documents to confirm the design goals, budgets, and schedule are being met.

- End of project "lessons learned" session to identify and implement improvements to project design and management services.

Perhaps most importantly, we maintain a culture that promotes learning, sharing, accountability, and attention to detail. There is no substitute for simply taking pride in a job well done.

In addition, the following specific Quality Control/Quality Assurance measures will be applied to the New Hampshire Men's Correctional Facility.

Communication

At the outset of the Project, and together with the representatives from the State of New Hampshire, we will define clear communication protocols, including:

- Client/Design Team Communications: Each team member will be identified and a directory of contact information will be distributed. Communication Protocols with specific individuals or agencies will also be defined.
- Detailed documentation and distribution of project communications are clear, timely documents prepared and reviewed by our PM prior to distribution for the project record and your review and approval.
- Web-based file transfer and sharing requirements for secure transfer of plans, specifications, and other vital documents, review and authorizations.

Meetings

Meetings will be attended by Design Team member(s) to help ensure information was heard correctly and documented accurately. All formal meetings will be documented with meeting notes and distributed to the Client/Design team for review, record, and action as appropriate:

- Client/Design Team Meetings: In accordance with the schedule, regular meetings with the Client/Design team will occur during each phase to discuss specific topics, review progress, and discuss any upcoming or outstanding issues.
- Design Charrette Meetings: Periodically throughout the design process, the Design Team will host a detailed design charrette with the Client and other Design Team members to help facilitate an open design dialogue.
- Design Team Meetings: On a regular and consistent basis throughout the programming and design phases of the Project, a design team teleconference meeting will be held, facilitated by DLR Group and Lavallee|Brensinger Architects, to review project progress, specific design topics, and upcoming and outstanding issues.
- Agency Meetings: Early in the design process, the State of New Hampshire, DLR Group, Lavallee|Brensinger Architects, and its Consultants will determine a list of agencies and departments who may be consulted/engaged, and a strategy of approach will be agreed upon.

Code/Regulatory Reviews

A comprehensive code review will be performed by the design team early in the design process and updated as necessary in accordance with State Law and the site and building design. Code reviews will be analyzed with project representatives from the State of New Hampshire and potential options and design impacts determined.

Design/Construction Standards

ACA and DOC design guidelines and construction requirements will be identified at the Project outset. Areas without specific definitions will be clarified early in the process.

Schedule

DLR Group and Lavallee|Brensinger Architects, in collaboration with the entire Design Team and the stakeholders, will develop a detailed design schedule, including milestones, dependencies, and deliverables. The schedule will be regularly reviewed at project meetings. The schedule with all appropriate deadlines will be shown online in Mural for easy access by all stakeholders.

Document Review

The following approach will be used for document review:

- **Meeting Notes:** Reviewed by all attendees and recipients, comments received by Lavallee|Brensinger Architects will be updated and redistributed to all for record / further discussion.
- **Programming Documents:** Developed and distributed by the design team for review and comments by all state stakeholders, DLR Group, Lavallee|Brensinger Architects, its consultants, engineering team, and others as appropriate.
- **Schematic Design, Design Development, and Construction Documents:** Developed by the Project Team and distributed to state stakeholders at both progress milestones and for final review. Comments received in written format and/or red line markups of the documents will be reviewed, distributed to the group, and integrated into the final documents as appropriate. Items requiring further discussion are to be reviewed by the group as appropriate.

Periodic working meetings will be held for detailed review of:

- Programmatic Requirements
- Site Requirements and Development
- Superstructure, Building Envelope, and Architectural Systems
- Safety and Security
- Mechanical, Electrical, Plumbing, and Fire Protection Systems
- Maintenance Burden
- Fixtures, Furnishings, and Equipment
- Operations and Maintenance
- Energy Efficiency
- Code / Regulatory Agency Review and Requirements
- Constructability and Construction Costs
- Other project-specific items not yet identified.
- **Detailed Documents Review:** DLR Group and Lavallee|Brensinger Architects will perform a detailed review of all Design Documents produced by all disciplines. Review comments will be provided to all design team members, and subsequent document packages will be reviewed to ensure that corrections were made.
- **Outstanding/Open Items Log:** DLR Group and Lavallee|Brensinger Architects will maintain a log of outstanding/open items, which will be distributed to the state stakeholders and all design team members. This has proven to be an effective tool for efficient decision-making and assurance that issues are properly addressed.
- **Bidding:** During the Bidding Phase, the A/E team will work closely with the state stakeholders to attend pre-bid site visits, answer any Requests for Information from the bidders, issue addenda as required, and review the bid summaries. Once bidding is complete, bidders have been selected, and the scope of work has been confirmed, Lavallee|Brensinger Architects will coordinate a set of conformed construction documents among all disciplines to be used as the official construction documents set.
- **Construction Administration:** DLR Group, Lavallee|Brensinger Architects, and consulting engineers will provide Construction Administration Phase services through project closeout and during one year warranty/correction period and Post Occupancy Support. Throughout this phase, all consulting engineers will remain involved in submittal review and periodic site visits, RFI response, and warranty review and follow-up.
- **Post Occupancy:** DLR Group and Lavallee|Brensinger Architects will follow up with stakeholders, staff, and other occupants to gain further knowledge on the project design and implementation as well as a pre-warranty

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 DLR GROUP INC. is a Nebraska Profit Corporation registered to transact business in New Hampshire on April 09, 2002. 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: 400417

Certificate Number: 0006691021



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2024.

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

David M. Scanlan
Secretary of State

RESOLUTION
by
UNANIMOUS WRITTEN CONSENT
of
THE BOARD of DIRECTORS
of
DLR GROUP INC.
a Nebraska corporation

WHEREAS, DLR Group inc., a Nebraska corporation, is authorized to provide architectural and engineering services within the state of New Hampshire.

Mr. Andrew Cupples, FAIA, DBIA, is an architect holding New Hampshire architect license number 3361 and is able to provide architectural services, including the signing of contracts on behalf of this corporation.

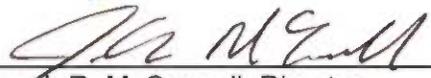
Mr. Cupples was appointed to the position of Vice President on August 31, 2023. Mr. Cupples has remained an officer of the Nebraska corporation since that date.

RESOLVED, Mr. Cupples continues to hold the appointed position of Vice President of DLR Group inc., a Nebraska corporation as of the date so stated below.

Dated: June 5, 2024.



Curtis A. Johnson, Director



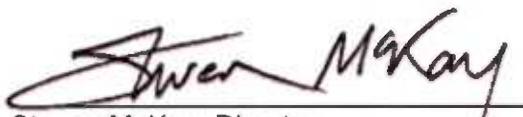
Jacob R. McConnell, Director



Vanessa Q. Schutte, Director



O.H. Martin Berglund, Director



Steven McKay, Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 10/1/2024 5/15/2024

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).

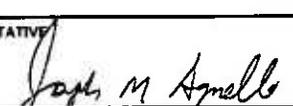
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: The Cincinnati Insurance Company		10677
INSURER C: The Continental Casualty Company		20443
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES * CERTIFICATE NUMBER: 20581997 REVISION NUMBER: XXXXXXXX

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 INSP	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	Y	N	GLO1883909	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP1883913	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		N	EXS0666965	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1883912 EXCEPT FOR OH ND WA WY	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	N	N	AEH591933838 RETRO DATE 6/1/86	10/1/2023	10/1/2024	\$3,000,000 PER CLAIM AND \$3,000,000 AGGREGATE CLAIMS MADE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE FOLLOWING PROJECT INFORMATION IS REFERENCED FOR CONVENIENCE ONLY: RE: 00-62231-02 NEW HAMPSHIRE NEW MEN'S PRISON. STATE OF NEW HAMPSHIRE, ITS AGENCIES, AND EMPLOYEES ARE ADDITIONAL INSURED ON GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER 20581997 STATE OF NEW HAMPSHIRE ATTN: DEPARTMENT OF ADMINISTRATIVE SERVICES DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION 7 HAZEN DRIVE, ROOM 250 CONCORD NH 03301	CANCELLATION See Attachments 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 
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