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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

103

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 24, 2024

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

- 1) Authorize the Department of Administrative Services, Division of Public Works Design and Construction to enter into a **Sole Source** and **Retroactive** amendment to an existing contract with SMRT, Inc. (VC#153153), Portland, Maine, by increasing the price limitation by \$498,075 from \$3,197,877 to a total price not to exceed \$3,695,952 and by extending the completion date from December 1, 2023, to February 5, 2026 for Project Number 81176-B Secure Psychiatric Forensic Hospital-Kitchen Fit-Up, Concord, New Hampshire. An alteration order of \$148,434, utilizing the contract contingency, increased the original contract from \$3,049,443 to \$3,197,877. This contract is effective retroactive to December 1, 2023, upon Governor and Council approval through February 5, 2026, unless extended in accordance with the contract terms. The original contract was approved by Governor and Council on January 26, 2022, Item #112. **100% General Funds.**
- 2) Further authorize a design contingency in the amount of \$50,000 be approved for unanticipated design expenses for the Secure Psychiatric Forensic Hospital-Kitchen Fit-Up. **100% General Funds.**
- 3) Further authorize the amount of \$4,000 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC#311152), for engineering and project management services provided. **100% General Funds.**

Funding is available in account titled Department of Health and Human Services as follows:

| | <u>FY 2025</u> |
|---|-------------------|
| 05-94-94-940010-87500000 Acute Psychiatric Services | |
| 103-502507 – Program Contracts | \$ 498,075 |
| 103-502507 – Program Contracts - Contingency | \$ 50,000 |
| 103-502507 – Program Contracts - DPW Fees | <u>\$ 4,000</u> |
| Total Increase | \$ 552,075 |

EXPLANATION

This contract amendment is listed as a **Sole Source** because the increase in the original contract price limitation is greater than 10% and **Retroactive** to allow the completion date of the project to be extended in order to build out the fit-up space for expanded foodservice function. SMRT Architects is being retained to complete the design work as they are the architects that designed the hospital addition.

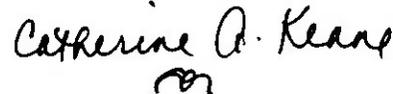
The work of this contract includes design services for the fit-up of the kitchen space being constructed as part of the new hospital addition at New Hampshire Hospital in Concord. These services include Design Development, Construction Documents and Construction Administration. The Schematic Design was done as part of the planning process for the new hospital addition. The kitchen equipment will be scheduled and specified as part of these services.

During the design process for the new hospital addition, it was determined that with the number of new beds being added to the facility, the foodservice function needed to be expanded accordingly. However, the construction budget for the addition did not allow for the fit-up of the space at that time. Therefore, it was determined to build the space, but to leave it unfinished until funding became available to finish and equip the space.

The schematic layout and design of the space was completed as part of the original building design, but only as necessary to plan for the electrical, water, and waste requirements to serve the future kitchen.

The contractor has been pre-qualified by the Department of Transportation. The contract amendment 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 contract 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 contract increase is identified as follows:

| | |
|--------------------------|-------------------|
| Current Contract Amount: | \$ 3,049,443 |
| Change Order #1: | \$ 148,434 |
| Amendment: | <u>\$ 498,075</u> |
| New Contract Total: | \$ 3,695,952 |

AMENDMENT TO 81176 Contract B
Secure Psychiatric Forensic Hospital-Kitchen Fit-Up

This AMENDMENT TO THE CONTRACT ("Amendment") is entered into this 17th day of December, 2024, by and between the State of New Hampshire, acting by and through the Commissioner, Department of Administrative Services (hereinafter "State," "Commissioner," "Department" respectively) and SMRT, Inc. (hereinafter "Contractor") (the State and the Contractor may hereinafter singularly and/or collectively be referred to as "Party" or "Parties").

WHEREAS, in July 2021, the State received competitive proposals on Project 81176 Contract B ("Project 81176-B), which called for the design, bidding and construction administration phases of the new Secure Psychiatric Forensic Hospital. Fifteen (15) consultant firms submitted letters of interest and qualifications were considered for this assignment. Four (4) firms were requested to submit a technical proposal and attend an interview with the Consultant Selection Committee.

WHEREAS, on January 10, 2022, pursuant to the approval of the New Hampshire Governor and Council, the Parties entered into a contract for the Secure Psychiatric Forensic Hospital, Project 81176, Contract B ("Contract").

WHEREAS, on January 26, 2022, New Hampshire Governor and Council approved the Contract (Item # 112).

WHEREAS, the original not-to-exceed amount of \$3,049,443 has been amended per the terms of the contract to a not-to-exceed amount of \$3,197,877.

WHEREAS, the Contractor has been hired to work on the Secure Psychiatric Forensic Hospital for the State under the Contract, the total fees of which have reached the not-to-exceed amount of \$3,197,877.

WHEREAS, the Agreement is based on the scope required to produce design documents for the fit-up of the shared commercial kitchen where the kitchen design left off in planning for the for the Secure Psychiatric Forensic Hospital basement. The Agreement will provide updates and consolidation to the existing food services at the facility, while minimizing disruption by building a new kitchen prior to removing the old one.

WHEREAS, the Parties desire for these additional design documents to be completed by the Contractor.

NOW THEREFORE, the Parties mutually agree to amend Contract as follows:

1. The scope of Work under the Contract shall be increased to include that the Contractor agrees to produce the design documents in accordance with all terms of this Amendment and the Contract.

2. Amend the not-to-exceed fee of \$3,197,877 to \$3,695,952, as full compensation for the combined total cost of all work, expenses and profit.
3. Amend the completion date to February 5, 2026.
4. The Contractor agrees to receive, and the State agrees to pay, as full compensation for the Secure Psychiatric Forensic Hospital-Kitchen Fit-Up, the prices set forth in the Proposal dated August 14, 2024, attached hereto as **Exhibit A**, totaling the sum of four hundred ninety-eight thousand seventy-five dollars (\$498,075).
5. Contractor covenants and agrees that the materials shall be furnished and delivered and all labor under this Amendment shall be performed in every respect to the satisfaction and approval of the Commissioner on or before: February 5, 2026.
6. Except to the extent specifically set forth herein, this Amendment does not alter the terms of the Contract. All terms of the Contract remain in full force and effect.
7. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Contract.
8. This Amendment and all obligations of the Parties are contingent upon appropriate State approval.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

**CONTRACTOR:
SMRT, INC.**

DATED: December 17, 2024

BY: 
Name: Derek J. Veilleux
Title: Senior Principal

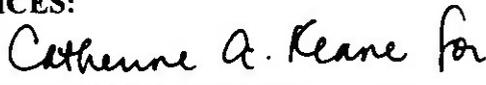
**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES:**

DATED: 12/20/2024

BY: 
Name: Lori Weaver
Title: Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:**

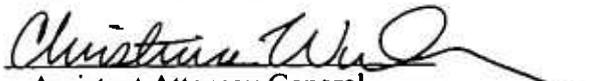
DATED: 1/2/25

BY: 
Name: Charlie M. Arlinghaus
Title: Commissioner

ATTORNEY GENERAL:

This is to certify that the above contract Increase has been reviewed by this office And is approved as to form and execution.

DATED: 1/29/25

BY: 
Assistant Attorney General

SECRETARY OF STATE:

This is to certify that the Governor and Council approved this contract agreement/ Amendment.

DATED: _____

BY: _____
Secretary of State



KPH 08-19-24
81176-B
\$498,075.00
New Contract Amount-
\$3,695,952.00

August 14, 2024

Keith Hemingway, Architect, Project Manager
N.H. Dept. of Administrative Services, Division of Public Works Design & Construction
7 Hazen Drive, PO Box 483 | Concord, NH 03302-0483

NHH-SPFH Kitchen Design and Documentation Proposal; Add Services amendment to the Secure Psychiatric Forensic Unit Hospital project (81176-E)

Dear Keith,

SMRT is pleased to follow up with this proposal for the fit-up of the New Hampshire Hospital and Secure Psychiatric Forensic Hospital (SPFH) shared commercial kitchen. This effort will pick up where the kitchen design left off in planning for the SPFH basement. Our history with the project and ongoing partnership with the client, consultants and construction manager set SMRT up to shepherd this project forward efficiently and effectively.

Understanding of the Project

Kitchen fit-up in newly constructed SPFH basement

During design for the SPFH project, SMRT and Colburn-Guyette coordinated efforts to provide space and infrastructure for a kitchen layout approved by the hospital. This project will provide much needed updates and consolidation to the existing food services at the facility, while minimizing disruption by building a new kitchen prior to removing the old one(s). While the core and shell of this building is currently under construction, the intent is to add this scope to the construction contract to be completed as part of the same construction contract.

- Kitchen plan, equipment schedule and details, issued 2/16/23 (K0.1, K.1, K1.2, K2.1 and K5.1, attached), occupying 6,195 sf of the basement, will serve as the basis for moving forward to finalize design and issue construction documents. Schematic/Design Development scope is anticipated to be minimal, with a focus on confirming design and decisions to develop it further.

Renovate select areas

The loading dock vestibule and adjacent cold prep kitchen (which will be vacated when new kitchen is complete) will be reconfigured to solve for concerns around the security, access control, receiving, and demand for additional space for Materials Management. As this area is adjacent and en route to the new kitchen, it is included in the scope of this proposal.

- SMRT expects to review previous study sketches of this area with NHH and select a plan option for this renovation, which will be developed and designed as phase 2 of this scope of work.

Assumptions

- Construction cost estimating is not included. The Construction Manager currently active on site for the project (PCC) will be asked to price progress drawings for alignment with budget, and at final Issue for Construction.
- Construction Documents will be drawings and specifications issued as Supplemental Instructions to the SPFH project SMRT #21200 / DPW # 81776E.

- NH-DPW will submit drawings to the State Fire Marshall for amendment to the permit.
- Schedule assumes that this scope will be constructed after the core & shell of the SPFH, though as an extension of that contract.
- Though this project will free up floor area on the existing hospital first floor, the design of those spaces is not included in this proposal, but may be added as an additional service.
- Area of renovation at the basement is assumed to be approximately 2,300sf at the existing receiving vestibule (loading dock entry) and prep kitchen areas.
- NHH will be responsible for FF&E, with the exception of major kitchen equipment (as identified in equipment schedule on sheets K1.1-K1.2). Coordination and selection services for miscellaneous FF&E are available as an additional service.

Project Approach

Work Plan

Design Development

- Project Restart; SMRT will set up the project internally and gather applicable information from the SPFH and other project visits at NHH in order to summarize context and history.
 - NHH alignment; (4 meetings, including kickoff, confirm kitchen plan, preliminary reno discussion and approve schematic plan for renovation.
 - Confirm engineering approaches (3 meetings). May include one site visit for additional existing conditions.
 - Ongoing coordination and correspondence with DPW and NHH representatives.
 - Coordination (3 meetings) with operational team, and other hospital and state stakeholders including IT, Safety, Materials management.
 - Submit Design Development progress drawings for owner review and preliminary pricing.

Construction Documents

- Confirm detailed design including doors & hardware, security systems, finishes (2 meetings).
- Complete documentation; Deliverables will be permit and construction ready drawings and specifications.
- Respond to and coordinate with CM for pricing questions and budget alignment.

Construction Administration

- Respond to RFIs, product submittals and shop drawing reviews per contract.
- Construction progress review meetings; a combination of both online and in person for duration of a 24 week schedule, including 8 on-site visits during this period.

Fee Summary

Basis of fee calculation

Based on a total construction cost of \$500/sf x 8,495sf for an estimated construction cost of \$4.25 million, the basic services calculation accounts for a 12% fee (would be \$509,700), less work previously completed, with addition of kitchen planning consultant and expenses.

- Context:
 - Allocation of \$7.5 million
 - Estimated equipment costs \$2m

NHH-SPFH Kitchen Design and Documentation
8/14/24

- Kitchen Consultant fee \$63,000
- Security Consultant fee \$48,750

Total Fee

SMRT proposes to complete the above described work for a fixed fee of \$498,075 including kitchen consultant and expenses. Fee breakdown as follows:

| | | | |
|------------------------------------|------------------|--|--------------------------------|
| Schematic Design | \$0 | (completed previously) | <i>[% value: 25% =127,425]</i> |
| Design Development | \$108,490 | (20% of basic fee + \$10,000 consultant + reimbursable) | |
| Construction Documents | \$234,660 | (30% of basic fee + \$77,000 consultant + reimbursable) | |
| <u>Construction Administration</u> | <u>\$154,925</u> | <u>(25% of basic fee + \$24,750 consultant + reimbursable)</u> | |
| Total | \$498,075 | | |

Additional Services

Work not described in the Scope of Services, this proposal, or NH DAS/DPW 81176, Contract B Agreement for Professional Services signed the 10th of December 2021, will be provided at your request as an additional service. Additional services shall be either on an hourly time and materials basis (at SMRT hourly billing rates stated in contract with state of NH), or for a fixed fee fairly negotiated.

Terms and Conditions

The Scope of Work included in this proposal will be executed subject to The State of New Hampshire Agreement for Public Works Design and Construction Projects. If you are in agreement with the Scope of Work and fee, please provide SMRT with notice to proceed.

Thank you for this opportunity to continue to support DPW and New Hampshire Hospital in these transformative projects. We are proud to be part of the team setting up NHH to better support patients and staff in the future.

Sincerely,



Rebecca S Casey, AIA, WELL AP
Principal / Architect, Health + Wellness Practice

SMRT Architects and Engineers | 75 Washington Ave., Suite 3A | Portland, ME 04101
p 207.321.3869 | c 207.749.4250 | email: rcasey@smrtinc.com

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SMRT, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on March 18, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 290083

Certificate Number: 0006803525



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of November A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

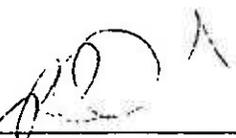
By a unanimous consent of directors pursuant to 13-C M.R.S.A. § 822, which is fully effective as if taken by a unanimous vote of the Directors of the Corporation at a meeting thereof duly called and held on the date thereof at which all of the undersigned Directors were present and acting throughout, the Board of Directors of SMRT, Inc. (the "Company") RESOLVED, effective as of December 1, 2024 that:

Derek J. Veilleux

Director and Secretary of the Company

be and he hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of the Company, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in the Company's name on its behalf by such Derek J. Veilleux under seal of the Company, shall be valid and binding upon the Company.

A True Copy,

ATTEST: Richard P. Olson 

Title: Clerk

Place of Business: Curtis Thaxter, LLC

One Canal Plaza, Portland, Maine 04101

Date of this Certificate: December 9, 2024

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



Clerk

Richard P. Olson

Corporate Seal:



**SMRT, INC.
ACTION TAKEN BY UNANIMOUS WRITTEN
CONSENT OF DIRECTORS
IN LIEU OF A MEETING**

Pursuant to 13-C M.R.S.A. § 822, the undersigned, being all the Directors of SMRT, Inc. (the "Corporation"), a Maine corporation, hereby consent to the taking of, and hereby take, the following actions, without holding a meeting, such actions being stated in the form of, and to be as fully effective as if taken by, a unanimous vote of the Directors of the Corporation at a meeting thereof duly called and held on the date hereof at which all of the undersigned Directors were present and acting throughout:

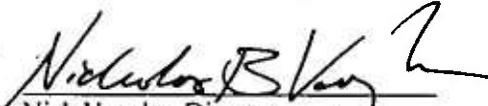
RESOLVED: That Derek J. Veilleux, acting in his capacity as a director and/or the Secretary of the Corporation, be and he hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of the Corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in the Corporation's name on its behalf by said Derek J. Veilleux, shall be valid and binding upon the Corporation, and that all such actions heretofore taken by Derek J. Veilleux in this regard are hereby ratified and approved; and it is further

RESOLVED: That Richard P. Olson, with a residence of Falmouth, Maine and a mailing address c/o Curtis Thaxter, LLC, One Canal Plaza, Suite 1000, Portland, Maine, 04101 is hereby elected and appointed as Clerk of the Corporation, and is hereby authorized to file or have filed a Change of Clerk with the Maine Secretary of State; and it is further

RESOLVED: A signed pdf, jpg, facsimile or other electronic image of these resolutions shall be given the same legal effect as an executed original.

RESOLVED: This Consent may be executed by one or more Directors on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same document. All signatures need not be on the same counterpart.

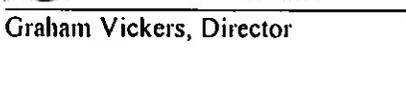
Dated: as of December 1, 2024



Nick Vaughn, Director



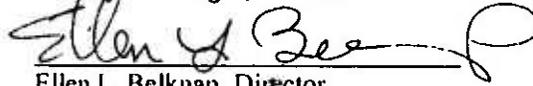
Graham Vickers, Director



Derek J. Veilleux, Director



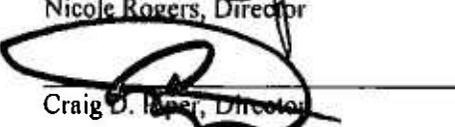
Bradley K. Hodges, Director



Ellen L. Belknap, Director



Nicole Rogers, Director



Craig D. Maper, Director



SMRT, INC.
ACTION TAKEN BY UNANIMOUS WRITTEN
CONSENT OF DIRECTORS
IN LIEU OF A MEETING

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RESOLVED: That Derek J. Veilleux, acting in his capacity as a director and/or the Secretary of the Corporation, be and he hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of the Corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in the Corporation's name on its behalf by said Derek J. Veilleux, shall be valid and binding upon the Corporation, and that all such actions heretofore taken by Derek J. Veilleux in this regard are hereby ratified and approved; and it is further

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RESOLVED: A signed pdf, jpg, facsimile or other electronic image of these resolutions shall be given the same legal effect as an executed original.

RESOLVED: This Consent may be executed by one or more Directors on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same document. All signatures need not be on the same counterpart.

Dated: as of December 1, 2024

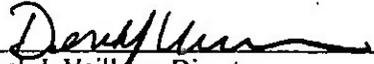
Bradley K. Hodges, Director

Nick Vaughn, Director

Ellen L. Belknap, Director

Graham Vickers, Director

Nicole Rogers, Director



Derek J. Veilleux, Director

Craig D. Piper, Director



SMRTINC-01

VSANTOSUOSSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2024

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169 | CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|---|-------|---|-------|---|-------|--|-------|-------------|--|-------------|--|
| INSURED SMRT, Inc. 75 Washington Ave, Suite 3A PO BOX 618 Portland, ME 04101 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Underwriters Insurance Company A+ (XV)</td> <td>30104</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance Company A+ (XV)</td> <td>29424</td> </tr> <tr> <td>INSURER C : Hartford Fire Insurance Company A+ (XV)</td> <td>19682</td> </tr> <tr> <td>INSURER D : Travelers Casualty and Surety Company A++ (XV)</td> <td>19038</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Hartford Underwriters Insurance Company A+ (XV) | 30104 | INSURER B : Hartford Casualty Insurance Company A+ (XV) | 29424 | INSURER C : Hartford Fire Insurance Company A+ (XV) | 19682 | INSURER D : Travelers Casualty and Surety Company A++ (XV) | 19038 | INSURER E : | | INSURER F : | |
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| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| 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: | X | | 42SBWBG5RC4 | 7/1/2024 | 7/1/2025 | 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 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | 42SBWBG5RC4 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 42XHGXW4121 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 42WEGBG6D4G | 7/1/2024 | 7/1/2025 | <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 | Professional Liab. | | | 108080888 | 7/1/2024 | 7/1/2025 | Per Claim \$ 5,000,000 |
| D | | | | 108080888 | 7/1/2024 | 7/1/2025 | Aggregate \$ 5,000,000 |

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

Re: Secure Psychiatric Forensic Hospital DPW Project 81176 Contract B

State, its agencies, and its agents, and employees shall be listed as Additional insured with respects to General and Auto liability where required by written contract. A 30-day notice of cancellation will be issued in accordance with policy terms and conditions. Professional Liability policy per claim deductible is \$100,000. Workers compensation policy includes coverage for employees working in the state of New Hampshire.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| State of NH, Department of Administrative Services PO Box 483 Concord, NH 03302 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i> |
|---|---|



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
Office@das.nh.gov

112
m.c.

Charles M. Arlinghaus
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(603) 271-3201

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Assistant Commissioner
(603) 271-3204

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Deputy Commissioner
(603) 271-2059

Division of Public Works
Design and Construction
Project No. 81176- Contract B

December 20, 2021

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 SMRT, Inc. (VC#153153) 75 Washington Ave, Suite 3A, Portland, Maine for a total price not to exceed \$3,049,443 for the New Hampshire's Secure Psychiatric Forensic Hospital, Concord, New Hampshire. This contract is effective upon Governor and Council approval through the completion of construction administration services, estimated to be December 1, 2023, unless extended in accordance with the contract terms. **100% Operating - General Funds.**
- 2). Further authorize that a contingency in the amount of \$150,000 be approved for unanticipated expenses related to design or Construction Administration services for New Hampshire's Secure Psychiatric Forensic Hospital, Concord, NH, bringing the total to \$3,199,443. **100% - General Funds.**

Funding is available in account titled New Hampshire Hospital as follows: **05-94-940010-30730000** Forensic Hospital.

| | |
|---|---------------------|
| 103-500736 Contract Repairs; Building Grounds | \$ 3,049,443 |
| 103-500736 - Contingency | \$ <u>150,000</u> |
| Grand Total | \$ 3,199,443 |

EXPLANATION

This contract is for full architectural and engineering services for the design, bidding and construction administration phases of the new Secure Psychiatric Forensic Hospital. The new facility will be co-located on the site of the existing New Hampshire Hospital (NHH), at the Gov. Hugh J. Gallen State Office Park in Concord. The new facility will be designed to hold 24 beds with the capacity to support 60 beds in a future design. This first phase will be approximately 45,000 square feet. It will be located in very close proximity to NHH so that the two buildings may take advantage of shared services and support spaces, such as the Laundry and Kitchen. A traffic study of the entire campus will be undertaken to understand how to best accommodate the additional parking requirements for the new facility, given that the new building will take up some amount of existing parking.

The new hospital is for the treatment of psychiatric patients who are required to be held in custody during their treatment while waiting for court appearances or while serving sentences required by the courts. In New Hampshire, there is no facility appropriate for treating acute mental illness for forensic patients including those whom are civilly committed for treatment. Currently these patients are cared for at the Secure Psychiatric Unit (SPU) within the NH State Prison for Men. The State's 10 Year Mental Health Plan recommends improvements to mental health treatment for those involved in the criminal justice system and ensuring that those with mental illness are provided with compassionate treatment in the least restrictive environment possible.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Page 3 of 4

On July 8, 2021, the Division of Public Works Design & Construction solicited Registered Architects and Engineers, by public announcement in the State, for interest in providing professional services for the design and construction administration of the Secure Psychiatric Forensic Hospital.

Fifteen (15) 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. Ultimately, a short list of four (4) firms was developed and these firms were requested to submit a technical proposal and attend an interview with the Consultant Selection Committee.

| | |
|---|-----------------------------------|
| CannonDesign | S/L/A/M Collaborative Inc. (SLAM) |
| e4H Environments for Health Architectural | SMRT, INC. |
| EYP | Stone River Architects |
| FCA, Francis Cauffman A | STV |
| HOK | Warrenstreet Architects, Inc. |
| JSA Design | SBRC Architects Engineers |
| Lavallee Brensinger | |
| Market Square Architects, PLLC | |

Interviews were held with the following four (4) Consultant firms on September 1, 2021.

| | |
|---|------------|
| Cannon Design | EYP |
| e4H Environments for Health Architectural | SMRT, Inc. |

The four (4) firms were rated on the basis of: comprehension of the assignment; clarity of the proposal; capacity to perform in a timely manner; quality and similar experience of the project manager and the team; and overall suitability for the assignment. Based on their technical proposal and interview, the firm of SMRT, Inc. was chosen as the best qualified for the project. The Consultant Selection Committee included representatives from both the New Hampshire Hospital and the Division of Public Works Design and Construction. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience.

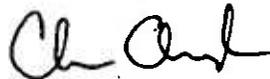
His Excellency, Governor Christopher T. Sununu
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Page 4 of 4

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.

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

Attached please find a copy of the committee scoring of the firms along with the contract supplemental information sheet.

Respectfully submitted,



Charles M. Arlinghaus;
Commissioner

CONTRACT SUPPLEMENTAL INFORMATION SHEET

PROJECT: DPW Project No. 81176 Contract B
Secure Psychiatric Forensic Hospital, Concord NH

DESCRIPTION: This contract is for full architectural and engineering services for the design, bidding and construction administration phases of the new Secure Psychiatric Forensic Hospital. The new facility will be co-located on the site of the existing New Hampshire Hospital (NHH), at the Gov. Hugh J. Gallen State Office Park in Concord. The new facility will be designed to hold 24 beds with the capacity to support 60 beds in a future design. This first phase will be approximately 45,000 square feet. It will be located in very close proximity to NHH so that the two buildings may take advantage of shared services and support spaces, such as the Laundry and Kitchen. A traffic study of the entire campus will be undertaken to understand how to best accommodate the additional parking requirements for the new facility, given that the new building will take up some amount of existing parking.

EXPLANATION: The new hospital is for the treatment of psychiatric patients who are required to be held in custody during their treatment while waiting for court appearances or while serving sentences required by the courts. In New Hampshire, there is no facility appropriate for treating acute mental illness for forensic patients including those whom are civilly committed for treatment. Currently these patients are cared for at the Secure Psychiatric Unit (SPU) within the NH State Prison for Men. The State's 10 Year Mental Health Plan recommends improvements to mental health treatment for those involved in the criminal justice system and ensuring that those with mental illness are provided with compassionate treatment in the least restrictive environment possible.

Interview/Selection date: 1-Sep-21

**COMMITTEE PROPOSAL RATING FOR
Secure Psychiatric Forensic Hospital**

| 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 |
|----------------------|-----------------------------|---------------------|--|-----------------------------------|--|-------------|------------------|
| Cannon Design | | | | | | | 104.0 |
| Ted Kupper | 5 | 2.5 | 4.5 | 5 | 2.5 | 19.5 | |
| Michelle Juliano | 4 | 3 | 4 | 4 | 5 | 20 | |
| Keith Hemingway | 5 | 5 | 3 | 4 | 3 | 20 | |
| Heather Moquin | 5 | 4 | 5 | 4 | 5 | 23 | |
| Jason Teaster | 5 | 4 | 4 | 4 | 4.5 | 21.5 | |
| 64H | | | | | | | 83.5 |
| Ted Kupper | 5 | 5 | 4.5 | 5 | 1 | 20.5 | |
| Michelle Juliano | 4 | 4 | 3 | 3 | 3 | 17 | |
| Keith Hemingway | 1 | 1 | 3 | 3 | 1 | 9 | |
| Heather Moquin | 5 | 3 | 3 | 3 | 3 | 17 | |
| Jason Teaster | 4 | 3 | 4 | 4.5 | 4.5 | 20 | |
| EYP | | | | | | | 114.0 |
| Ted Kupper | 5 | 5 | 4.5 | 5 | 1 | 20.5 | |
| Michelle Juliano | 5 | 5 | 5 | 5 | 4 | 24 | |
| Keith Hemingway | 5 | 5 | 5 | 5 | 4 | 24 | |
| Heather Moquin | 5 | 5 | 4 | 4 | 4 | 22 | |
| Jason Teaster | 5 | 5 | 5 | 4.5 | 4 | 23.5 | |
| SMRT | | | | | | | 119.5 |
| Ted Kupper | 5 | 4.5 | 4.5 | 5 | 5 | 24 | |
| Michelle Juliano | 5 | 5 | 5 | 5 | 5 | 25 | |
| Keith Hemingway | 5 | 5 | 5 | 4 | 5 | 24 | |
| Heather Moquin | 5 | 5 | 4 | 4 | 5 | 23 | |
| Jason Teaster | 5 | 4.5 | 5 | 4 | 5 | 23.5 | |

==== Highest Rating

Explanation of Statewide Consultant Committee Selection

Members are selected using the approved guidelines for the Department of Public Works Design and Construction "Selection of Engineering, Architects, and Surveyor Services". Per these guidelines, the Committee should consist of the Department Administrator plus to other Project Managers.

The **Administrator** is a member of all the Selection Committees, serving to provide the larger perspective of the consultant capabilities that are desired, also bringing knowledge of the quantity of work and various types of anticipated projects the consultant may be called on to perform. He brings the perspective of achieving agency goals, using a balance of those consultants who have performed excellent work in the past, along with bringing in new consultant firms.

The **Assistant Administrator** manages the day-to-day oversight of the Consultant assignments, and is the second member of all the selection committees. Her job description specifically outlines her involvement in the management of consultants. She brings the expertise of the day-to-day working with consultants. Her past and present experience involves request interaction with consultants, including review of consultants' proposals and their engineering work.

The **Discipline Head** for the specific type of work the consultant is being hired for (i.e. Mechanical, Civil, Architectural, Electrical etc.), brings additional expertise concerning the capabilities of various consultants they have worked with. Their years of project management experience provide the more detailed perspective about the various consultants' strengths or weaknesses and how they would fit with the project need.

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|-----------------------------|---|
| Administrator PM7 | Theodore Kupper – 7 years state service 35 year private sector |
| Assistant Administrator PM5 | Michelle Juliano – 33 years state service |
| Civil Engineer PM4 | Roger Dionne – 35 years state service |
| Architectural PM4 | Gary Brown – 9 years state service 34 years private sector |
| Mechanical Engineer PM3 | David Goulet – 36 years state service |