

MLC



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

108

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 10, 2023

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

REQUESTED ACTION

- 1) Authorize the Department of Administrative Services to enter into an agreement with Harriman Associates, (VC#153055) Auburn, Maine, for a total price not to exceed \$1,598,640 for Project Number 81276R Contract B, ARPA – New 911 Facility, Laconia, New Hampshire. This contract is effective upon Governor and Council approval through the completion of construction administrative services, estimated to be January 31, 2026, unless extended in accordance with the contract terms. **100% Federal Funds.**
- 2) Further authorize that a contingency in the amount of \$100,000 be approved for unanticipated design expenses for the ARPA – New 911 Facility, bringing the total to \$1,698,640. **100% Federal Funds.**
- 3) Further authorize the amount of \$32,000 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 \$1,730,640. **100% Federal Funds.**

Funding is available in account titled Department of Safety, as follows:

02-23-23-269210-26920000 911 LACONIA FACILITY

	<u>FY 2024</u>
034-500161 – New Construction - Design	\$ 1,598,640
034-500161 – New Construction - Design Contingency	\$ 100,000
034-500161 – New Construction - DPW Fees	<u>\$ 32,000</u>
Grand Total	\$ 1,730,640

EXPLANATION

This contract is for professional design and construction administration services for a new 22,000 SF 911 Call Center and Lakes Region Mutual Fire Aid (LRMFA) Dispatch Center. The new facility will operate 24 hours/day, 7 days/week, and will be located on an undeveloped rural State-owned, 7.5-acre site in Laconia. Design services required will be based on the August 24, 2022 Feasibility Study prepared by Oak Point Associates. The proposed 911 Facility will include similar programmatic elements as the existing facility while incorporating additional spaces to improve functionality of the building. Spaces will consist of the call center (open office) areas, private offices, conference and training rooms, storage spaces, breakroom, exercise room with lockers, shower facilities, mechanical/electrical rooms, and other support spaces. The new facility includes space requirements for the 911 Call Center, LRMFA and the inclusion of an Equipment Garage. Concept plan configurations were developed based on the programmatic spaces outlined in the Program Analysis provided by Oak Point associates which Harriman will develop further into Construction Documents.

The new 911 Facility will replace the current 22,445 square foot facility located at 50 Communications Drive in Laconia. The existing facility, built prior to 1965, was originally constructed for use as an in-patient care facility. It has been renovated through the years to accommodate the use of the Department of Safety's Public Safety Answering Points (PSAP) center, Lakes Region Mutual Fire Air dispatch, and some workstations for the New Hampshire State Troopers. Given that the existing building was renovated to accommodate the current program, some spaces are undersized and the current configuration does not allow for optimum efficiency. There are also intentions to sell the existing property, so its continued use in the future is unknown. The purpose of this project is to provide a long-term solution with a modernized facility designed specifically to support the requirements of the Department and LRMFA personnel and equipment.

In December 2022, the Division of Public Works Design & Construction solicited Registered Architects, by public announcement in the State, for interest in providing consultant services for design of the New 911 Facility. The following nine (9) firms submitted Letters of Interest and Qualifications:

Dennis Mires, P.A. The Architects	Smith, Alvarez, Sienkiewicz Architects
Harriman Associates	SMRT Architects and Engineers
Lavallee Brensinger Architects	Stone River Architects
Michael Petrovick Architects, PLLC	Warrenstreet Architects, Inc.
Oak Point Associates	

These consultant firms were evaluated based on their experience with projects of a similar nature. Ultimately, a short list of four (4) firms was developed. Each firm was sent a request for a technical proposal and scheduled for an interview held on January 24, 2023.

Harriman Associates Auburn, ME	Oak Point Associates Portsmouth, NH
Lavallee Brensinger Architects Manchester, NH	Smith Alvarez Sienkiewicz Architects Burlington, VT

Each firm's technical proposal and interview 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. The firm of Harriman was chosen as the best qualified for the project. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience.

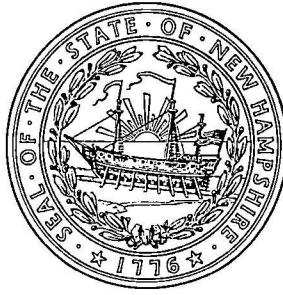
The consultant selection process employed by the Department for this project is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's procedures for "Selection of Engineers, Architects and Surveyors" dated July 28, 2005. The Consultant Selection Committee included representatives from the Division of Public Works Design and Construction and the Department of Safety.

The agreement has been approved by the Attorney General as to form and execution; and the Department of Safety 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
ARPA – NEW 911 FACILITY
LACONIA, NEW HAMPSHIRE
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S
PROJECT NUMBER 81276R
CONTRACT B

HARRIMAN ASSOCIATES
46 HARRIMAN DRIVE
AUBURN, MAINE 04210

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated July 18, 2023, from Harriman Associates, 10 pages.
2. Exhibit 'B': Harriman Associates, Wage Rates, 1 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program dated January 20, 2023, from Harriman Associates, 1 page.
4. Exhibit 'D': Required Contract Terms for Programs Funded by ARPA SFRF, 12 pages

These documents, in the aggregate, constitute the total scope of professional service requirements for this project. If a conflict should occur between any of these documents, the highest or greatest, or most complete scope or standard or task shall take precedence.

**DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION**

PROJECT NUMBER 81276R CONTRACT B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 25 day of September in the year 2023 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the COMMISSIONER OF THE SAFETY, 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 HARRIMAN ASSOCIATES, 46 Harriman Drive, Auburn, Maine (Vendor Number 153055) hereinafter referred to as the CONSULTANT, collectively "PARTIES," witnesses that..

WHEREAS, CONSULTANT submitted a proposal to provide consultant services for the design of the of the ARPA - New 911 Facility, Laconia, NH (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', 'C' and 'D' and the following terms and conditions for payment of a lump sum fee, not-to-exceed One Million, Five Hundred Ninety Eight Thousand, Six Hundred Forty Dollars and Zero Cents (\$1,598,640.00). 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 design and construction administration services for a new 22,000 SF 911 Call Center and Lakes Region Mutual Fire Aid (LRMFA) Dispatch Center. The new facility will operate 24 hours/day, 7 days/week, and will be located on an undeveloped rural State-owned, 7.5-acre site in Laconia. Design services required will be based on the August 24, 2022 Feasibility Study prepared by Oak Point Associates. The proposed 911 Call Center will include similar programmatic elements as the existing facility while incorporating additional spaces to improve functionality of the building. Spaces will consist of the call center (open office) areas, private offices, conference and training rooms, storage spaces, breakroom, exercise room with lockers, shower facilities, mechanical/electrical rooms, and other support spaces. The new facility includes space requirements for the 911 Call Center, LRMFA and the inclusion of an Equipment Garage. Concept plan configurations were developed based on the programmatic spaces outlined in the Program Analysis provided by Oak Point associates which Harriman will develop further into Construction Documents.

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:
$$\text{Contract Labor Rate (\$/hr)} + \text{Fixed Fee [12\% maximum] (\$/hr)} = \text{Total Hourly Wage per employee.}$$
4. Payments on the account of the CONSULTANT'S basic services shall be made in proportion to the services performed so that compensation at the completion of each phase shall equal the following percentages of the total basic compensation:
 - A. Schematic Design Phase 15%
 - B. Design Development Phase 35%
 - C. Construction Documents Phase 75%
 - D. Bidding and Negotiation Phase 80%
 - E. Construction Administration Phase 100%

5. For 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.
- 9.

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 September 6, 2024.

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.

PART 13 FEDERAL REQUIREMENTS

1. The CONSULTANT shall comply with all the contract terms provided in Exhibit 'D', 'Required Contract Terms for Programs Funded by ARPA SFRF'.

HARRIMAN ASSOCIATES:

DATED: 9/25/2023


BY: 

MARK D. LEE
(PLEASE PRINT NAME)

MLEE@HARRIMAN.COM
(EMAIL ADDRESS)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 10-11-23

BY: 
Charles M. Arlinghaus
Commissioner

USING AGENCY:
DEPARTMENT OF SAFETY

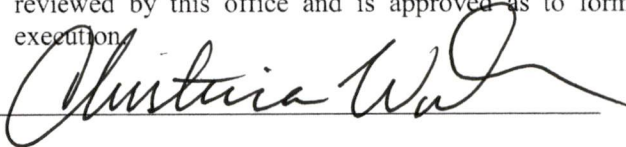
DATED: _____

BY: See Next Page
Robert Quinn
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: 10/27/23

BY: 

SECRETARY OF STATE:

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

DATED: _____

BY: _____
Secretary of State

HARRIMAN ASSOCIATES:

DATED: _____

BY: _____

(PLEASE PRINT NAME)

(EMAIL ADDRESS)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: _____

BY: _____

Charles M. Arlinghaus
Commissioner

USING AGENCY:
DEPARTMENT OF SAFETY

DATED: 10/26/23

BY: _____


Robert Quinn
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: _____

BY: _____

SECRETARY OF STATE:

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

DATED: _____

BY: _____

Secretary of State

October 5, 2022

Theodore Kupper, P.E. Administrator
Division of Public Works Design & Construction
7 Hazen Drive, Room 250
PO Box 483
Concord, NH 03302-0483

Dear Mr. Kupper,

Harriman respectfully submits our qualifications for the 911 Call Center project. The combined programming, design and management capabilities of our team are ideally aligned to plan and deliver a forward-looking facility for the Department of Safety.

Mission critical operations facilities demand effective planning, design and execution. The experience, expertise and resources of the Harriman team are ideally aligned with the challenges and opportunities presented by the proposed 911 Call Center. Our core qualifications for this project include:

Public Safety Dispatch and Call Center Experience - We have recently completed the assessment, planning and design of several similar dispatch facilities in New Hampshire and Maine. We are currently working with the Androscoggin County Sheriff's Office in Maine on the design of a 10-station dispatch facility. In New Hampshire we recently provided programming and planning for dispatch facilities in Atkinson, Raymond and Salem. In addition, we designed a 500-seat call "Tier 1" mission-critical, 24/7 call center for TD Bank in Auburn, Maine. We're adept at designing and engineering reliable mission-critical facilities. Our knowledge of redundant power, data and HVAC systems ensure solutions that are durable, reliable, comfortable and efficient.

Workplace Design Expertise - The comfort, wellbeing, and productivity of the facility's users is an essential component of fulfilling the mission of the 911 Call Center. Harriman is skilled at crafting inviting and efficient workplaces. We bring experience with open office environments, private offices, training areas, and support spaces. Our design solution will respond to the unique needs of operators who need to be at their stations for 8-12 hours per shift as well as the team that support the call center.

Integrated Architecture and Engineering Services - Uniting engaging design with imaginative engineering, Harriman leverages an integrated approach to deliver high-performing design solutions. Harriman's strength lies in our integrated architecture & engineering platform. Our clients value this approach because it results in superior project documentation and on-time project delivery.

We look forward to the opportunity to work with the New Hampshire Department of Public Works and Department of Safety to design a resilient and people-focused new 911 Call Center.

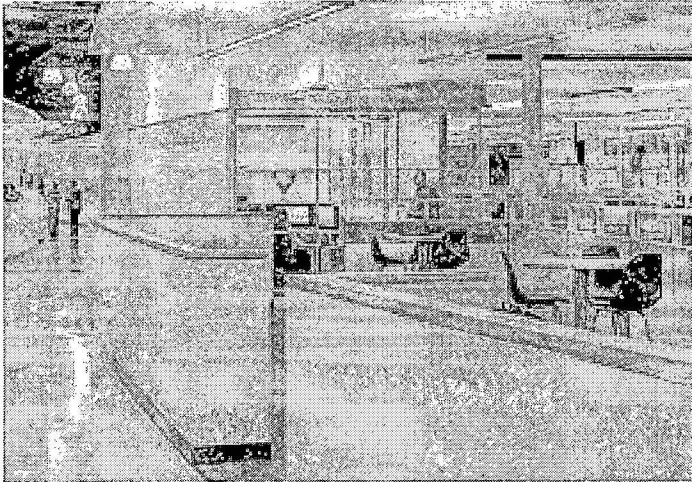
Sincerely,



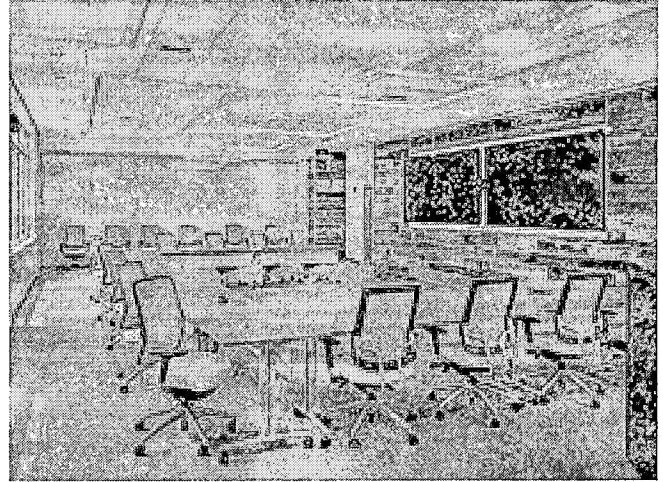
Mark Lee, AIA, LEED AP
CEO, President
Harriman
NH License #04178

Harriman

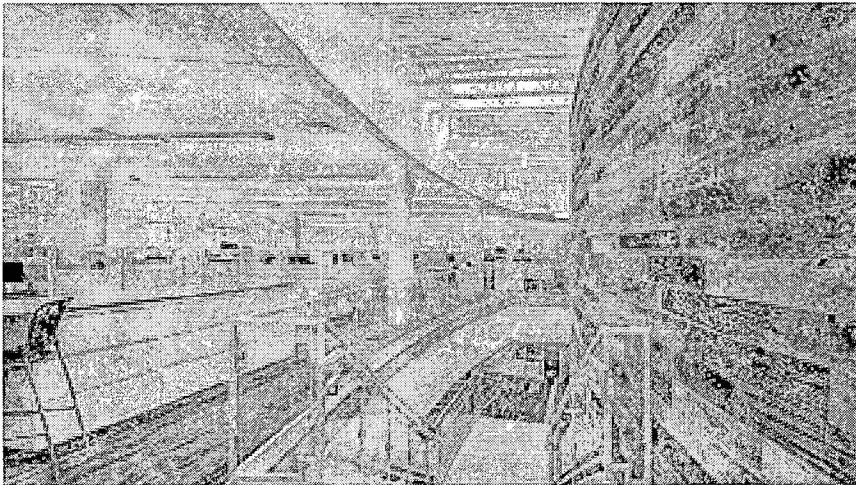
Representative Workplace Design Projects



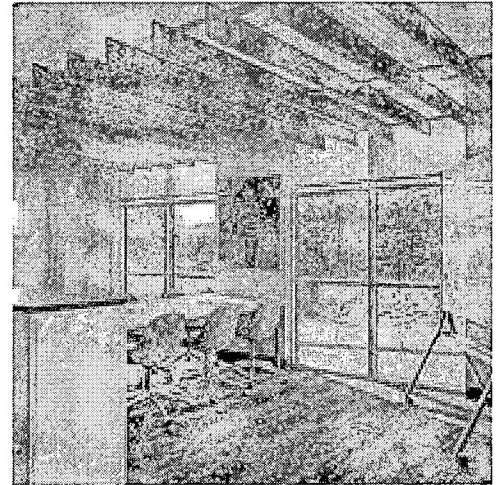
Geiger Headquarters



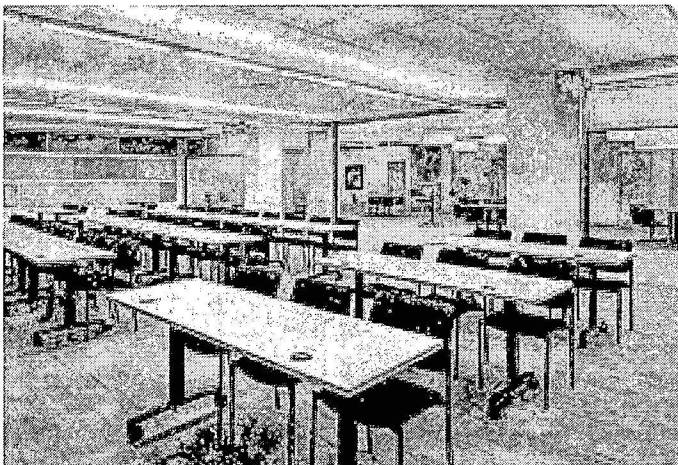
Maine Housing Headquarters



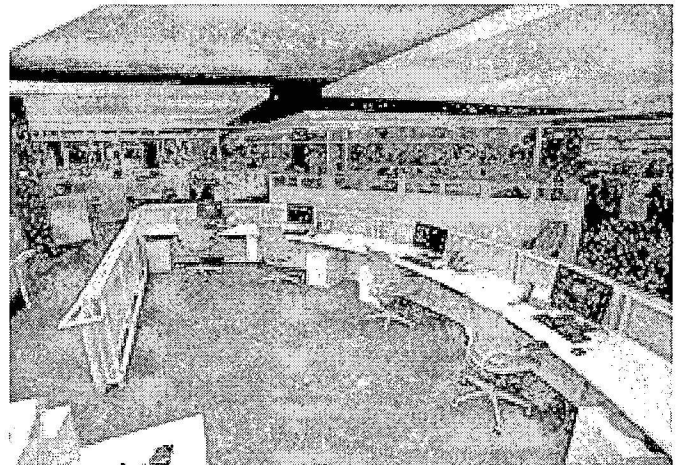
Maine Housing Headquarters



TD Bank



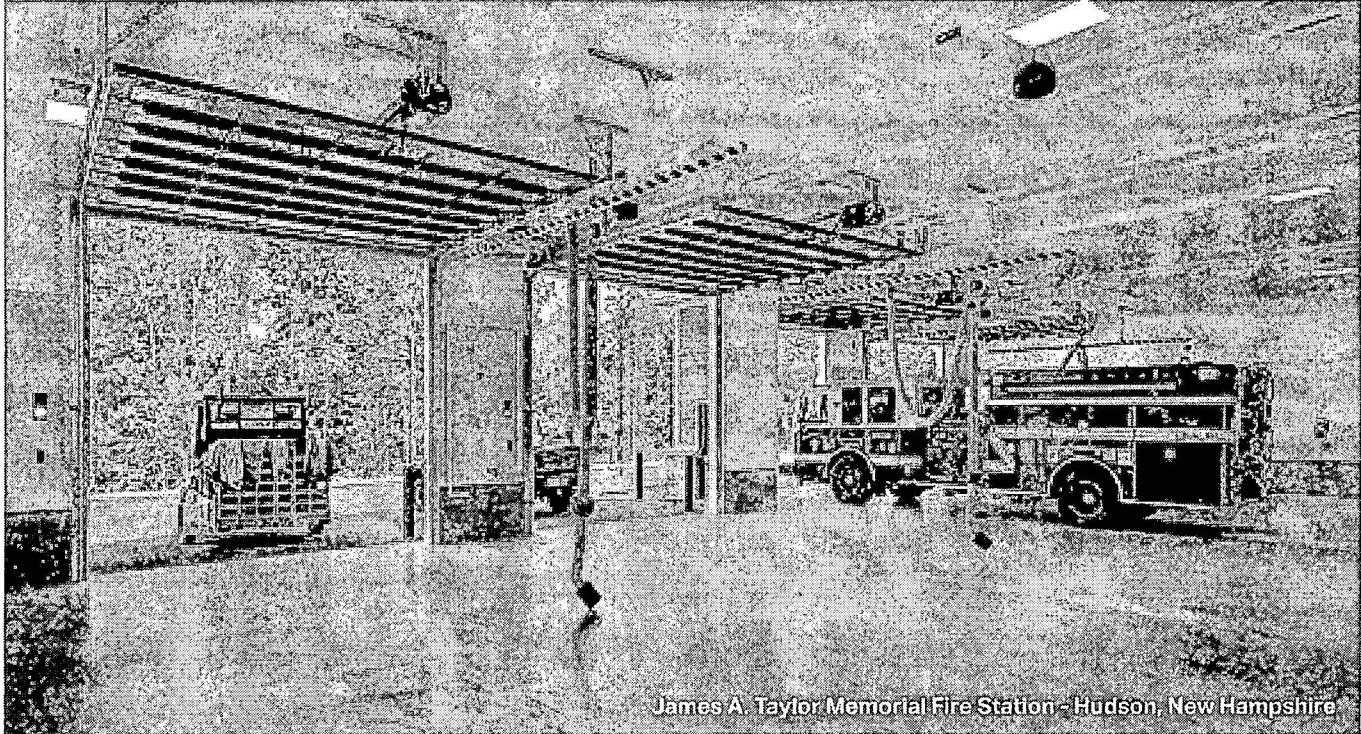
Acadia Insurance



TD Bank Call Center

Harriman

Public Safety Design Projects



James A. Taylor Memorial Fire Station - Hudson, New Hampshire

Harriman is adept at working with municipalities and city authorities to craft effective planning frameworks for mission-critical operations facilities. We are well suited to the challenges and opportunities presented by the 911 Call Center project. We have worked closely with communities across New England to create resilient, agile and reliable public safety facilities.

Portsmouth Police Department
 Portsmouth, New Hampshire
 Pre-design Consultation: Program and Site Plan Development

New Hampshire State Police Forensic Laboratory
 Concord, New Hampshire
 Facility Space Needs Study for a New Facility

Town of Boscawen
 Boscawen, New Hampshire
 Fire Department Feasibility Study

Town of Bedford
 Bedford, New Hampshire
 Municipal Facilities Master Plan and Space Needs Analysis

Town of Windham
 Windham, Maine
 Addition and Renovation to Public Safety Building

Town of Chester
 Chester, New Hampshire
 Feasibility Study Design Concepts for new Police Department

Town of Barrington
 Barrington, New Hampshire
 Police Department Renovations

City of Lewiston
 Lewiston, Maine
 Department of Public Works Master Plan

Town of Atkinson
 Atkinson, New Hampshire
 Police Facility Space Needs Study and Concept Design

Town of Wakefield
 Wakefield, New Hampshire
 New Community Center and Public Works Facility

Town of Raymond
 Raymond, New Hampshire
 Police Building Feasibility Study

Town of Salem
 Salem, New Hampshire
 Fire and Police Facility Space Needs Assessment

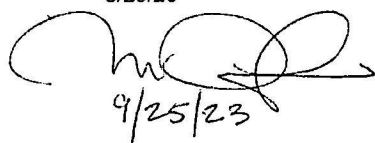
City of Bath
 Bath, Maine
 Public Safety Building Study

Interview/Selection date: 1/24/2023

COMMITTEE PROPOSAL RATING FOR
911 Call Center

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
Harriman							94.5
Michelle Juliano	4	4	4	5	4.5	21.5	94.5
Tim Smith	5	4	5	5	5	24	
Steve Lavoie	5	5	5	5	4	24	
Jim Minery	5	5	5	5	5	25	
Lavallee Brensinger							
Michelle Juliano	4	4.5	4	4	4.5	21	86.0
Tim Smith	4	4	5	4	4	21	
Steve Lavoie	5	3	5	4	4	21	
Jim Minery	4	5	5	5	4	23	
Oak Point & Assoc.							
Michelle Juliano	4	4	4	3.5	4	19.5	76.5
Tim Smith	4	4	5	4	3	20	
Steve Lavoie	5	3	5	4	3	20	
Jim Minery	3	3	5	3	3	17	
SAS							
Michelle Juliano	4	4	4	4	4	20	86.0
Tim Smith	4	4	5	4	4	21	
Steve Lavoie	5	5	3	4	5	22	
Jim Minery	5	5	3	5	5	23	

<===== Highest Rating

Michelle L Juliano
5/25/23

4/25/23

Harriman

Department of Administrative Services
Division of Public Works Design & Construction
911 Call Center

List of Personnel

<u>Employee First Name</u>	<u>Last Name</u>	<u>Employee Classification</u>	<u>Direct Labor Rate \$/Hour</u>	<u>Overhead & Burden 160%</u>	<u>Fixed Fee</u>	<u>Total Hourly Wage Base</u>
Mark	Lee	Principal Architect	\$80.00	\$128.00	\$24.96	\$232.96
William	Gatchell	Project Manager	\$48.83	\$78.13	\$15.23	\$142.19
Peter	Pinkerton	Sr. Interior Designer	\$43.45	\$69.52	\$13.56	\$126.53
David	Story	Principal Engineer	\$80.00	\$128.00	\$24.96	\$232.96
Chelsea	Hadsel	Sr. Electrical Engineer	\$62.65	\$100.24	\$19.55	\$182.44
James	Fortin	Principal Engineer	\$80.00	\$128.00	\$24.96	\$232.96
Sam	Forgue	Sr. Civil Engineer	\$65.16	\$104.26	\$20.33	\$189.75
Thomas	Emery	Sr. Landscape Architect	\$37.94	\$60.70	\$11.84	\$110.48
Richard	Marchessault	Sr. Plumbing Designer	\$37.16	\$59.46	\$11.59	\$108.21

State of New Hampshire

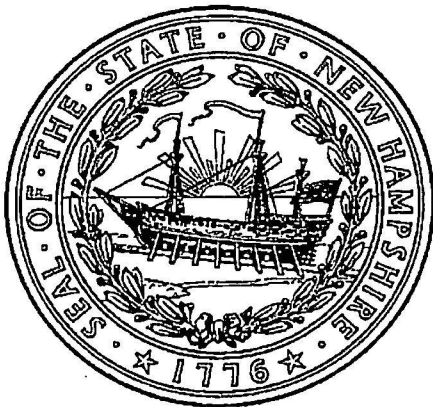
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HARRIMAN ASSOCIATES is a Maine Profit Corporation registered to do business in New Hampshire as HARRIMAN ASSOCIATES, INC. on December 20, 1972. 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: 1730

Certificate Number: 0006325542



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of September A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Authority

Corporate Resolution

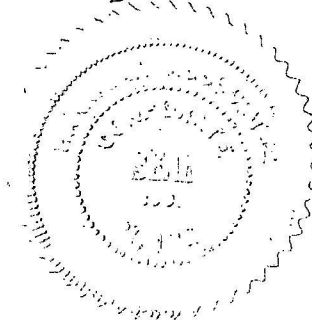
I, Leonard A. Lamoreau, **herby certify** that I am duly elected Clerk/Secretary of Harriman Associates. I hereby certify the following is a true copy of a (Name of Corporation or LLC) vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 19, 2023 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Mark D. Lee, Chief Executive Officer, is duly authorized to enter into contracts or agreements on behalf of Harriman Associates with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 9/25/2023 **ATTEST:** 

Leonard A Lamoreau, Corporate Clerk





HARRASS-02

TBRYANT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2023

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

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

PRODUCER Varney Agency-Scarborough 136 US-1 Scarborough, ME 04074	CONTACT NAME: PHONE (A/C, No, Ext): (207) 883-8229	FAX (A/C, No): (207) 883-4752
	E-MAIL ADDRESS:	
INSURED Harriman Associates Inc 46 Harriman Drive Auburn, ME 04210	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hanover Insurance Company	
	INSURER B : Maine Employers Mutual	
	INSURER C :	
	INSURER D :	
	INSURER E :	

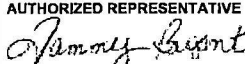
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OBPA538692	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBPA538692	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OBPA538692	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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	5101800100	2/1/2023	2/1/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH DAS Project No.: 81276R Contract B, ARPA - New 911 Facility, Laconia, NH

Certificate holder is listed as additional insured

CERTIFICATE HOLDER The State of New Hampshire Department of Administrative Services Division of Public Works Design & Construction 7 Hazen Drive Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



HARRASS-01

AELOWITCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: Clark Insurance, 1945 Congress Street, Bldg A, Portland, ME 04104-3543. CONTACT NAME: info@clarkinsurance.com. INSURER(S): Liberty Insurance Underwriters Inc., XL Specialty Insurance Co.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

CERTIFICATE HOLDER: State of New Hampshire, Department of Administrative Services, Concord, NH 03302. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.