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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

Warren M. Perry
Deputy Adjutant General

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

May 4, 2021

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

REQUESTED ACTION

Authorize the Department of Military Affairs and Veterans Services to amend an existing contract with Yeaton Associates, Inc. (vendor code #154751), 646 Union Street, Suite 200, Littleton, New Hampshire 03561, for Professional Mechanical, Electrical and Plumbing Engineering Services for planning and design of various projects as necessary and required the Department, by exercising a renewal option by increasing the price limitation by $500,000 from $1,000,000.00 to $1,500,000.00 and by extending the completion date from June 30, 2021 to June 30, 2022 effective July 1, 2021 or upon Governor and Council approval, whichever is later.

The original contract was approved on June 19, 2019 (item #152) for a two (2) year period with the option for two (2) one (1) year renewals. The amount to be expended under this agreement shall not exceed $500,000.00 per contract year.

Projects completed under this contract will be funded from accounts specific to each particular project. The majority of projects requiring this type of work are maintenance/repair and Capital Budget projects.

EXPLANATION

The purpose of this request is to continue to retain the firm of Yeaton Associates, Inc. as one of three (3) different vendors selected to perform for Professional Mechanical, Electrical and Plumbing Engineering Services for planning and design of various projects contract services to expedite project workload and provide appropriate technical expertise as required for specific future projects. This contract enables the Department to respond quickly to unscheduled project requests and possible emergencies regarding architectural and building issues. The decision as to which projects will be assigned will be made on a case-by-case basis, depending on the particular expertise required and the firm's current workload.

Federal Funds may be used to pay for these contract services and are provided to the State of New Hampshire - The Department of Military Affairs and Veterans Services by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Respectfully Submitted,

David J. Mikolaities
Major General, NHNG
The Adjutant General

State of New Hampshire

Department of Military Affairs and Veterans Services

Amendment #1

This Amendment to the Professional Mechanical, Electrical and Plumbing Engineering Services contract is by and between the State of New Hampshire, Department of Military Affairs and Veterans Services ("State" or "Department") and Yeaton Associates, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #152), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

June 30, 2022

2. Form P-37, General Provisions, Block 1.8, Price Limitation, ADD not to exceed amount of $500,000 for contract year ending June 30, 2022, to read:

a) NTE $1,500,000.00

3. Modify Exhibit C, Special Provisions, to add the following provisions:

The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT A of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1) The services required to be performed under the terms of this Agreement as written;

2) The services actually performed;

3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

Disclosure of Information.

The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

1. Contracting Officer has given prior written approval;

2. The information is otherwise in the public domain before the date of release; or

3. The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense(Acquisition, Technology, and Logistics) memoranda on

Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARSPGI.

(a) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(b) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232)

The grantee covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the grantee's performance of this contract. The grantee further covenants and agrees that it will neither contract, nor permit to be contracted or subcontracted any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

All terms and conditions of the contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective July 1, 2021, or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Military Affairs and Veterans Services

4 May 2021
Date

Name: Erin Zayac
Title: Administrator III

Yeaton Associates, Inc

4.23.21
Date:

Name: Wayne G. Filion
Title: PRESIDENT

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2021
Date:

Name: Michael Hiley
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date:

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that YEATON ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 21, 1973. 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: **23606**
Certificate Number: **0005334631**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

William M. Gardner
Secretary of State

YEATON ASSOCIATES, INC.

Certificate of Vote & Authority

I, Wayne G. Fillion, hereby certify that I am the President and sole shareholder of Yeaton Associates, Inc. and that by Consent of the Board of Directors at a regular meeting held on April 23, 2021, the following vote was adopted:

> The Board of Directors of Yeaton Associates, Inc. hereby confirms that Wayne G. Fillion, as President, is authorized to execute all documents by the Corporation including, deeds, mortgages, leases, promissory notes, checks and other instruments; and to enter into contracts or execute and deliver any instrument in the name of and on behalf of the Corporation, including those with State of New Hampshire Department of Military Affairs and Veterans Services.

This Certificate of Authority has not been amended or repealed and remains in full force as of the date hereof.

Wayne G. Fillion, P.E., President

04/23/2021

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2021

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
Geo M Stevens & Son Co
240 Dells Road
Littleton NH 03561-3513

CONTACT NAME: Nancy Goodwin
PHONE (A/C, No, Ext): (603) 444-2911 FAX (A/C, No): (603) 444-2813
E-MAIL ADDRESS: ngoodwin@gms-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B: CNA Insurance Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Yeaton Associates, Inc.
40 S. River Rd Unit #36
Bedford NH 03110

COVERAGES CERTIFICATE NUMBER: CL2131212831 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ADV5144773-17	03/19/2021	03/19/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Designated Person	$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CAA5144774-17	03/19/2021	03/19/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUA5144775-17	03/19/2021	03/19/2022	EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA5144776-17	03/19/2021	03/19/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Professional Liability			AEH004315419	10/16/2020	10/16/2021	Occurance	$3,000,000
							Aggregate	$3,000,000

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

Mechanical/Electrical Engineerring Firm, Certificate Holder is additional insured if required by contract in regards to Commercial General Liability

CERTIFICATE HOLDER

Dept of Military Affairs and Veterans Services
State Military Reservation
4 Pembroke Rd
Concord NH 03301

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

Nancy F Goodwin

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State of New Hampshire

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF TECHNICAL PROFESSIONS
7 Eagle Square
Concord, N.H. 03301
Telephone 603-271-2219 · Fax 603-271-7928

JOSEPH G. SHOEMAKER
Director
LINDSEY B. COURTNEY
Executive Director

December 18, 2020

YEATON ASSOC INC
40 South River Road
Unit 36
Bedford NH 03110

CERTIFICATE

This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2021** unless renewed by the application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the board.

Board of Professional Engineers

Certificate #00166

View assistance for SAM.gov

SAM.GOV

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. ▶ Log In

Login.gov FAQs

⚠ ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov, and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit SBA to stay informed.

⚠ ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on Interact.

⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday , 05/15/2021 from 8:00 AM to 1:00 PM.

⚠ ALERT: Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit SBA.

Search Results

Current Search Terms: YEATON ASSOCIATES INC*

Debarment

Total records:0

Save PDF | Export Results | Print

Result Page:

Sort by Relevance Order by Descending

Your search for YEATON ASSOCIATES INC* returned the following results...

No records found.

Result Page:

Save PDF | Export Results | Print

GSA

IBM-P-20210314-0806
WWW4

Search Records	Disclaimers	FAPIIS.gov
Data Access	Accessibility	GSA.gov/IAE
Check Status	Privacy Policy	GSA.gov
About		USA.gov
Help		

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

G & C 6-19-19
ITEM # 152

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Erin M. Zayac
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

May 15, 2019

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

REQUESTED ACTION

Authorize the Adjutant General's Department to enter into a contract agreement with Yeaton Associates, Inc. (vendor code #154751), 646 Union Street, Suite 200, Littleton, New Hampshire 03561 for Professional Mechanical, Electrical and Plumbing Engineering Services for planning and design of various projects as necessary and required by the Department. The contract period is July 1, 2019 through June 30, 2021. The amount to be expended under this agreement shall not exceed $500,000.00 per contract year (for a total not to exceed $1,000,000.00).

EXPLANATION

Three (3) different vendors have been selected to perform these contract services, and each project will be funded from accounts specific to each particular project. The majority of projects needing this type of work are maintenance/repair and Capital Budget projects.

The Department proposes to retain the firm of Yeaton Associates, Inc. to expedite the project workload and provide appropriate technical expertise as required for specific future projects. This contract will enable the Department to respond quickly to unscheduled project requests and possible emergencies regarding architectural and building issues. The decision as to which projects will be assigned will be made on a case-by-case basis, depending on the particular expertise required and the firm's current workload.

The request for qualifications used to identify the chosen vendor(s) and the selection process utilized by the Department for this project is in accordance with RSA 21-I:22, *"Selection of Engineers, Architects and Surveyors,"* as many of these projects will need to have a professional engineering or surveying stamp to be legally sufficient.

A rating panel made up of employees from The Adjutant General's Department and the New Hampshire Army National Guard was formed and tasked with rating the proposals submitted. The rating panel members all brought different strengths and knowledge to the table, which allowed for independent evaluation during the scoring process, thorough discussion, and weighing the different perspectives during the final rating process.

A Legal Notice was published in the Manchester Union Leader newspaper seeking Requests for Proposals (Letters of Intent) to provide these services. The bid transmittal letter noted that more than one firm may be selected to perform these services. Eleven (11) vendors submitted letters of interest and six (6) firms submitted Qualification Packets. Those six (6) packets were all rated by the panel based on clarity of proposal, comprehension of assignment, work history with similar projects, capacity to do work in a timely manner, quality and experience of project managers and team members, overall suitability to the assignment, quality assurance protocols, and letters of reference.

Three (3) firms were subsequently chosen as the finalists based on the total combined score from final review of their proposals. The references provided by these three (3) vendors were then contacted to validate information provided, and the three (3) finalists were confirmed as selected.

The Adjutant General's Department negotiated with the vendor(s) to establish the rates of compensation. The rates were compared with recent New Hampshire Bureau of Public Works contracts for these services and a number of Federal Government General Services Administration contracts. The Adjutant General's Department determined that the negotiated rates are fair and reasonable. The Request for Qualifications was advertised with an initial base contract period with the option for two (2) one (1)-year renewal periods subject to the agreement of both parties and additional Governor and Council approval of such contract renewal(s).

A rating summary of Yeaton Associates is attached, along with the rating of all firms who submitted a proposal for these services.

Federal Funds to pay for these contract services are provided to the State of New Hampshire - Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire National Guard. In the event that Federal Funds are not available for this contract, General Funds will not be used.

The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Your approval is respectfully requested.

Respectfully Submitted,

For David J. Mikolaities
Major General, NHNG
The Adjutant General

FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT	1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301
1.3 Contractor Name Yeaton Associates, Inc.	1.4 Contractor Address 646 Union Street, Suite 200, Littleton, NH 03561
1.5 Contractor Phone Number (603) 444-6578 / 1.6 Account Number TBD	1.7 Completion Date June 30, 2021 / 1.8 Price Limitation NTE $1,000,000.00
1.9 Contracting Officer for State Agency Erin M. Zayac, Administrator	1.10 State Agency Telephone Number (603) 225-1361
1.11 Contractor Signature Wayne Fillion	1.12 Name and Title of Contractor Signatory Wayne Fillion, President

1.13 Acknowledgement: State of NH, County of Grafton

On May 14, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

CORINNE L. GAGNE
Notary Public - New Hampshire
My Commission Expires December 7, 2021

Corinne L. Gagne

1.13.2 Name and Title of Notary or Justice of the Peace

Corinne L. Gagne, Notary

1.14 State Agency Signature Erin M Zayac Date: 5/23/19	1.15 Name and Title of State Agency Signatory Erin M. Zayac, Administrator

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/2/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: DEPUTY SECRETARY OF STATE JUN 19 2019

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials WGF
Date 5-14-19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials WGK
Date 5/14/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials WGF
Date 5-14-19

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

P-37 AGREEMENT

EXHIBIT A: SCOPE OF SERVICES

Professional Mechanical, Electrical and Plumbing Engineering Services

GENERAL. The contractor shall furnish all labor, materials, and services as needed to perform contractor services as necessary in regards to mechanical, electrical, and plumbing engineering and analyses both within the building and on the property. This includes HVAC, plumbing, internal electrical systems, both indoor and outdoor lighting, as well as other miscellaneous projects. The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations.

BACKGROUND. The Adjutant General's Department has approximately fifteen (15) Readiness Centers (RC), four (4) field maintenance shops (FMS), a combined surface maintenance shop (CSMS), a State Military Reservation (SMR), a 100-acre training site, a Regional Training Institute (RTI), an Army Aviation Support Facility (AASF), and other ancillary facilities statewide. The New Hampshire Army National Guard (NHARNG) Construction and Facilities Management Office (CFMO) located in Concord on the SMR has chief responsibility for all infrastructure support to include master planning, real property management, land acquisition, Geospatial Information Systems (GIS), site development, design review, construction administration and facilities maintenance. Most facilities are approximately 50-years old and due to changes in building codes and space authorizations for equipment, our facilities do not meet our current needs as a modern operational force or the needs of the citizens of our communities. Aging buildings and infrastructure are compromising mission success at our facilities due to the following reasons: variety of non-standardized systems installed during upgrades over the life of the building; original systems installed when the building was constructed that may not be performing at peak efficiency as they approach the end of their service life; lack of cohesive master plan for restoration and modernization of building systems; lack of code compliance at sites; lack of fire/life safety equipment; inefficient window air conditioning units; and minimal upgrades in electrical and plumbing systems. Existing HVAC systems consist of a variety of types and ages, to include oil and gas fired boilers, electric water heaters, forced hot air systems, a geothermal system that must be able to tie into the eMS (Energy management System). The FMO is looking to obtain services to include construction administration of small projects in accordance with current state and federal statutes, as well as complete analysis of existing building systems, master plans and other deliverables for our facilities in order to correct current deficiencies and meet future operational requirements.

LIST OF POTENTIAL PROJECTS WITH GENERAL DESCRIPTIONS.

The following is a list of potential projects to be performed under this contract. The Adjutant General's Department may request the contractor to perform other services not specified that it determines are within the scope of the Agreement and the contractor has the technical qualifications to perform.

Mechanical Systems Engineering/Analysis: Perform evaluation and system analyses of existing HVAC systems with recommendations for sustainment, restoration or modernization; recommend time schedules and/or components for upgrade; provide drawings and parts schedules for recommendations. Ability to conduct forensic analysis and provide written reports of failed parts as required. Conduct analysis of thermal loads in work spaces and perform balancing as necessary. Evaluate and make recommendations to current DDC system, to include redesigns as needed to take advantage of advancing technologies. Evaluate existing compressed air systems. Work may also include modifications and replacement of mechanical systems to include, but not limited to: air handling units, chillers, boilers, ductwork systems and accessories, piping systems (including pumps), HVAC system controls, and fire protection sprinkler systems and accessories.

Electrical Engineering: Conduct load analysis at various locations and provide recommendations on upgrades; internal building lighting design; primary and secondary power distribution systems, analysis of existing telephone/data systems; security systems. Develop plans to maximize day lighting in office spaces and other related cost saving measures. Ensure buildings are code compliant at main distribution panels, service masts and internal building wiring. Make recommendations regarding building services based on present and future force structure. Design and facilitate upgrade to building bonding systems, grounding, surge and lightning protection. Investigate possible cogeneration and other Net Zero, LEED or Green Initiative energy measures for the NHARNG. Photometric site plans are needed at most of our facilities where lack of adequate lighting exists to meet current Anti-Terrorism/Force Protection (AT/FP) security measures. Incorporate NHARNG Electronic Security Systems (ESS) into designs as needed, such as door access control, CCTV, and vault security. Prepare and submit electrical inspections and reports to confirm compliance with State of New Hampshire building codes to the State Fire Marshall's Office at the completion of projects to close out building permits.

Plumbing Engineering: Conduct investigation of water line failures; analysis and redesign of sewer and septic systems; analysis and design of shower and toilet facilities; kitchen facilities; and analysis and design on sizing hot water systems.

Construction Services: Provide opinions of cost for projects in design or under construction. Provide construction clerking services for projects under construction or to be constructed. Provide construction reports to the project managers. Attend project meetings, evaluate contractor submittals for conformance to contract specifications, make recommendations on proposed change orders, to include opinions on contractor methodology and costs, and take meeting minutes as required.

Enhanced/Retro Commissioning: Act as or provide certified commissioning agent for future buildings as well as existing buildings. Systems original to building lack current balancing and may need to be adjusted to increase efficiency. Make recommendations on building systems to increase sustainability and environmental responsibility. Test and balance systems at buildings

and develop long range maintenance and upgrade plan. NHARNG currently utilizes WGBC LEED standards for enhanced commissioning, but consultant should be familiar with ASHRAE standards as well.

Project Management and Delivery Instruction: once the firm(s) is/are selected, the general anticipated project execution methodology will be:

1. The Adjutant General's Department shall determine project needs and develop a scope of work, or collaborate with the consultant to develop a scope of work. The scope of work shall include as a minimum: general project information, tasks to be completed, deliverables to be provided and a timetable for completion.
2. The Adjutant General's Department may request a short proposal and project fee estimate from the consultant(s).
3. The consultant(s) shall prepare a cost proposal. Cost proposals will be based on the time and materials rates (and overhead and profit if broken out separately) based on the approved rates established during negotiations.
4. The Adjutant General's Department will technically evaluate the cost proposal and determine the reasonableness of the cost proposal. If the proposal is determined to be reasonable, the Adjutant General's Department will issue a notice to proceed memorandum. If the project cost proposal is not determined to be reasonable, the Adjutant General's Department will request a justified modification from the consultant. Once an agreed upon cost proposal is established, the owner will issue a notice to proceed memorandum. The notice to proceed will include copies of the approved project scope of work and cost proposal.
5. The owner and the consultant shall attend a project kick-off meeting to clarify the manner of conducting the project, to review a proposed project schedule, a proposed outline of the project tasks to be executed and confirmation of expected deliverables.
6. The Adjutant General's Department may request monthly status reports for any project that exceeds one month in length, and/or between deliverables for specific project tasks. Status report will include: the specific project task that were completed, funds spent, a general outline of work to be completed in the coming month, and any issues that need to be addressed.
7. The consultant will submit invoices as specific project tasks and deliverables are completed and delivered to the owner's project manager. Invoicing for projects costs beyond the approved proposal cannot be issued without prior approval, and a written notice of cost increase approval is required. Invoicing and payment is further outlined in Exhibit B.
8. The consultant completes projects when all project tasks are accomplished in accordance with the project scope of work as determined by the owner.

PRIMARY CONTACT and PROJECT MANAGERS.

The Adjutant General's Department
ATTN: Ken Coombs, R.A., NGNH-FMO
4 Pembroke Road
Concord, NH 03301-5607
(603) 227-1466
kenneth.coombs8.nfg@mail.mil

The Adjutant General's Department will assign project managers from our Facilities Management Office (FMO) to each approved project in the project's notice to proceed memorandum.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

P-37 AGREEMENT

EXHIBIT B: THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

Professional Mechanical, Electrical and Plumbing Engineering Services

The Contract Price

The Contract Price -- The Adjutant General's Department will pay the Contractor an amount not to exceed $500,000.00 per contract year (July 1, 2019 through June 30, 2020; July 1, 2020 through June 30, 2021). The option for two, one-year contract extensions/renewals (July 1, 2021 through June 30, 2022; July 1, 2022 through June 30, 2023), will be based upon satisfactory completion of the first two years of the contract. The Contractor may receive the entire amount, or any portion of said contract total amount, depending on services rendered during each contract year.

This limit shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Invoices will be submitted by the Contractor to:

The Adjutant General's Department
NGNH-FMO
4 Pembroke Road
Concord, NH 03301-5652.

Payment will be made within thirty (30) days after receipt of a proper invoice.

Terms of Payment

-Invoicing shall be monthly lump sum based on the percent of completion per task as established in the Project Notice to Proceed Memo(s) for the specified task (s).
-Travel expenses will be reimbursed based on the Joint Travel regulation (Federal Per Diem rates) for actual travel incurred during the billing month.
-Payment will be issued after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the Adjutant General's Department primary contact.

Rate Schedule

The following rate schedule will be used to develop project fixed costs per tasks and rates will be used for project proposal finalized in the appropriate time period.

THE ADJUTANT GENERAL'S DEPARTMENT - PROFESSIONAL MEP FEE SCHEDULE	
Position title	Fee schedule (per hour)
Principal	$ 150.00
Senior Engineer/Project Engineer	$ 125.00
Design Engineer	$ 100.00
Engineering Technician/C.A. Tech	$ 85.00
CAD Technician	$ 70.00
Clerical	$ 45.00

STATE OF NEW HAMSPHIRE
THE ADJUTANT'S GENERAL DEPARTMENT

P-37 AGREEMENT

EXHIBIT C: SPECIAL PROVISIONS - AMENDMENTS TO AGREEMENT

Professional Mechanical, Electrical and Plumbing Engineering, Services

The following special provisions modify, change, delete or add to the General Provisions of the P-37 Agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Consultant.

3. The Consultant shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Consultant's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Consultant until defective work or damaged property caused by the Consultant, his employees, equipment or materials, is placed in satisfactory condition.

4. General Provisions are amended as follows:

a. **Provision 7. PERSONNEL: Sub-part 7.2:** Delete the period at the end of the provision and add the following:

"or who is a National Guardperson or who is a federal employee of the National Guard."

b. **Provision 8. EVENT OF DEFAULT: REMEDIES:** Amend 8.1 to include:

8.1.4 Becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

8.1.5 Makes an assignment for the benefit of creditors, or

8.1.6 For any other cause whatsoever, fails to carry on the work in an acceptable manner.

The Department shall give notice in writing to the Consultant for such delay, neglect, or default. If the Consultant does not proceed in accordance with the Notice, then the Department will, upon written notification from the Project Manager of the fact for such delay, neglect or default and the Consultant's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Consultant. The Department may enter into and Agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in its opinion, will be required for the completion of said contract in an acceptable manner.

c. **Provision 9. DATA: ACCESS: CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Consultant shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the consultant shall provide copies of such documents which may include, invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

d. **Provision 10. TERMINATION:** Amend 10 to read:

Termination of Contract Without Fault

The Department, for any cause, including but not limited to an order of any Federal authority of petition of the Consultant due to circumstances beyond his control may, in written notice to the Consultant, with the concurrence of the Governor and Council, terminate the contract, or any portion thereof, subject to conditions a, b, c and d provided below.

Notwithstanding, anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Department hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State and/or Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available for Appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds, or appropriations, or a reduction of expenditure, the Department may, by written Notice to the Consultant, immediately terminate this contract in whole or in part in accordance with the following conditions:

a) When a contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed. Payment for items of work not completed at the time of termination shall be the greater of the following amounts: 1) a percentage or completion of the particular item at time or termination, or 2) such amount as shall be mutually agreed upon by the parties. No claim for loss of anticipated profits on items or units of work not completed will be allowed.

b) Reimbursement for organization of the work and mobilization, when not otherwise included in the contract, shall be made where the volume of work completed is too small to compensate the Consultant for these expenses under the

Contract, the intent being that an equitable settlement be made with the Consultant.

c) Acceptable materials obtained or ordered by the Consultant for work and that are not incorporated in the work shall, at the option of the Consultant, be purchased from the Consultant based upon the delivered cost of the materials at such points of delivery as may be designated by the Department. The Consultant shall do everything possible to cancel unfilled orders.

d) Termination of a contract or a portion thereof shall not relieve the Consultant of his responsibilities for the work completed.

e. **Provision 14. INSURANCE AND BOND:** Amend as follows:

Amend 14.1 to read

14.1 The Consultant shall deliver at the time of execution of the Contract, certificates of insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain the description of the project, and at the request of the Department, the Consultant shall promptly make available a copy of any and all listed insurance policies. The Adjutant General's Department of the State of New Hampshire shall be named as Certificate holder. The Consultant shall, at its sole expense, obtain and maintain in force, and shall require any sub-contractor of assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

CLAIMS AND INDEMNIFICATION:

(a) 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-contractors in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct by wrongdoing of the CONSULTANT or its sub-contractors in the performance of this AGREEMENT.

(b) 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-contractors in the performance professional services covered by this AGREEMENT.

(c) 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.

5. ADD the following as Special Provisions:

A. **NONDISCRIMINATION**: The Consultant/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to

discrimination in connection with the Consultant/Vendor's performance under this MCA, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Consultant/Vendor covenants and agrees to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;

b, Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

B. **LOBBYING:** a. The Consultant/Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

C. **DRUG FREE WORK PLACE:** a. The Consultant/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and the Consultant/Vendor covenants and agrees to comply with all provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

D. **ENVIRONMENTAL STANDARDS:** *a.* The *Grantee* covenants *and agrees* that *its* performance under *this Agreement* shall comply *with:*

(1) The requirements *of Section* 114 *of the* Clean *Air Act (42* U.S.C. *Section 7414);*

(2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318),

that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;

(3) The Resources Conservation and Recovery Act (RCRA);

(4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);

(5) The National Environmental Policy *Act* (NEPA);

(6) The *Resources* Conservation and *Recovery Act (RCRA);*

(7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;

(8) To identify *any* impact this award *may have on the* quality *of the* human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

(9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

(1) The quality *of the* human *environment,* and provide help *the agency may need to* comply with *the* National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451-, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help *the agency may need to* comply *with the Coastal* Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground *sources of* drinking *water in areas that have an* aquifer *that is the* sole *or* principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

E. **DEBARMENT AND SUSPENSION**: a. Consultant/Vendor shall not make any award or permit any award (sub-grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

b. The Final Rule, Government wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Consultant/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

F. **HATCH ACT:** The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

G. **EQUAL EMPLOYMENT OPPORTUNITY:** *(All construction contracts awarded in excess of $10,000 by grantees and their consultants or subgrantees).* Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

H. **COPELAND "ANTI-KICKBACK" ACT**: The Consultant/Vendor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

I. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The recipient agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers.

J. **USE OF UNITED STATES FLAG CARRIERS:** The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates. under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

K. **NATIONAL HISTORIC PRESERVATION:** *(Any construction, acquisition, modernization, or other activity that may impact a historic property.)* The recipient agree to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding

agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559). (36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

L. **BUY AMERICAN ACT:** The recipient agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

M. **RELOCATION AND REAL PROPERTY ACQUISITION:**
The recipient assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24). The Act provides for fair and equitable treatment of persons displaced by Federally assisted programs or persons whose property is acquired as a result of such programs.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Work Stations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

• eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;

• The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and

• Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

Energy Use

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

Vehicle Travel (fleet) Between Work Stations

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

Significant aspects likely to be affected by contractor's activities, products, or services:
(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:
(To be discussed at the Kickoff meeting)

Contact Information:

The Adjutant General's Dept. Environmental Staff (603) 227-1439

Resources Provided Upon Contractor Request:

NHARNG Integrated Cultural Resources Management Plan (ICRMP)
NHNG Green Procurement Plan
Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that YEATON ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 21, 1973. 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: **23606**
Certificate Number: **0004482698**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

William M. Gardner
Secretary of State

YEATON ASSOCIATES, INC.

Certificate of Vote & Authority

I, Wayne G. Fillion, hereby certify that I am the President and sole shareholder of Yeaton Associates, Inc. and that by Consent of the Board of Directors at a regular meeting held on May 15, 2019, the following vote was adopted:

> The Board of Directors of Yeaton Associates, Inc. hereby confirms that Wayne G. Fillion, as President, is authorized to execute all documents by the Corporation including, deeds, mortgages, leases, promissory notes, checks and other instruments; and to enter into contracts or execute and deliver any instrument in the name of and on behalf of the Corporation, including those with State of New Hampshire's Adjutant General's Department.

This Certificate of Authority has not been amended or repealed and remains in full force as of the date hereof.

Wayne G. Fillion, P.E., President

05/15/2019

Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2019

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
Geo M Stevens & Son Co
240 Dells Road
Littleton NH 03561-3513

CONTACT NAME: Nancy Goodwin
PHONE (A/C, No, Ext): (603) 444-2911 FAX (A/C, No): (603) 444-2813
E-MAIL ADDRESS: ngoodwin@gms-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
YEATON ASSOCIATES, INC.
66 JACKSON STREET
LITTLETON NH 03561

COVERAGES CERTIFICATE NUMBER: CL1922510633 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BOA5144773-15	03/19/2019	03/19/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Designated Person	$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CAA5144774-15	03/19/2019	03/19/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUA5144775-15	03/19/2019	03/19/2020	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA5144776-15	03/19/2019	03/19/2020	[ ] 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)

Mechanical/Electrical Engineering Firm

CERTIFICATE HOLDER

State of New Hampshire Adjutant General's Department BA
4 Pembroke Road, Bldg C
Concord NH 03301-5652

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

Nancy F. Goodwin

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State of New Hampshire

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF TECHNICAL PROFESSI(
121 South Fruit Street, Suite 201
Concord, N.H. 03301-2412
Telephone 603-271-2219 · Fax 603-271-7928

JOSEPH G. SHOEMAKER
Director

PETER DANLES
Executive Director

November 29, 2018

YEATON ASSOC INC
646 Union Street
Suite 200
LITTLETON NH 03561

CERTIFICATE

This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2019** unless renewed by the application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the board.

Board of Professional Engineers

Certificate #00166

View assistance for SAM.gov

SAM
SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Log In

Login.gov FAQs

ALERT: June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/11/2019, from 8:00 AM to 1:00 PM (EDT).

ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Search Results

Current Search Terms: YEATON ASSOCIATES INC*

Total records:0

Save PDF Export Results Print

Result Page:

Sort by Relevance Order by Descending

Your search for YEATON ASSOCIATES INC* returned the following results...

No records found.

Result Page:

Save PDF Export Results Print

Debarment Yeaton Associates

GSA

IBM-P-20190315-1318
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Search Records	Disclaimers	FAPIIS.gov
Data Access	Accessibility	GSA.gov/IAE
Check Status	Privacy Policy	GSA.gov
About		USA.gov
Help		

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Erin M. Zayac
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

February 15, 2019

SUBJECT: **Request for Statement of Qualifications and Experience to Provide Professional Mechanical, Electrical, and Plumbing Engineering Services**

Dear Sir/Madam:

Thank you for your interest to provide professional services for The Adjutant General's Department - New Hampshire Army National Guard (NHARNG).

Firm selection will occur using a qualification based selection process in accordance with NH Revised Statute Annotated (RSA) 21-I:22. Evaluation will be based upon the enclosed criteria and laid out in the enclosed Request for Qualification Statement Document.

Written or verbal communications should be addressed to: Adjutant General's Department, NGNH-FMO (ATTN: Kenneth Coombs, RA), 4 Pembroke Road, Concord, NH 03301-5652, or via email at Kenneth.coombs8.nfg@mail.mil

Sincerely,

Jeanette Patten
Procurement Technician

Enclosure: Request for Qualification Statement Document
Exhibit A: Scope of Services
Exhibit B: The Contract Price, Method of Payment and Terms of Payment
Exhibit C: Special Provisions: Amendments to Agreement
Form P-37
Exhibit D: Environmental Management System
Evaluation Criteria

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Firm selection will occur using a qualification-based selection process.
(UL - Jan. 6, 7, 8)

When required
to place a
legal notice . . .
New Hampshire Union Leader
and
New Hampshire Sunday News
make it easy for you.
Call or email us at
603-668-4321 x264
or
legals@unionleader.com

Legal Notice

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT
9th Circuit
Family Division - Manchester
35 Amherst St.
Manchester NH 03101-1801
Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
http://www.courts.state.nh.us
CITATION BY PUBLICATION - TERMINATION OF PARENTAL RIGHTS
TO: **RENEE WRIGHT**
UNKNOWN
Case Number:
656-2018-TR-00159
Preliminary Hearing

A petition to terminate parental rights over your minor child(ren) has been filed in this Court. You are hereby cited to appear at a Court to show cause why the same should not be granted.

Date: February 27, 2019
Time: 1:00 PM
Time Allotted: 30 Minutes
35 Amherst Street
Manchester, NH 03101
Courtroom 101
9th Circuit
Family Division-Manchester

A written appearance must be filed with this Court on or before the date of the hearing, or the respondent may personally appear on the date of hearing or be defaulted.

CAUTION

You should respond immediately to this notice to prepare for trial and because important hearings will take place prior to trial. If you fail to appear personally or in writing, you will waive your right to a hearing and your parental rights may be terminated at the above hearing.

IMPORTANT RIGHTS OF PARENTS

THIS PETITION IS TO DETERMINE WHETHER OR NOT YOUR PARENTAL RIGHTS OVER YOUR CHILD(REN) SHALL BE TERMINATED. TERMINATION OF THE PARENT/CHILD RELATIONSHIP MEANS THE TERMINATION SHALL DIVEST YOU OF ALL LEGAL RIGHTS, PRIVILEGES, DUTIES AND OBLIGATIONS, INCLUDING BUT NOT LIMITED TO THE LOSS OF ALL RIGHTS TO CUSTODY, VISITATION AND

premises are more particularly described in the Mortgage.

For mortgagor(s)' title see deed recorded with the Rockingham County Registry of Deeds in Book 5262, Page 2015.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The address of the mortgagee for service of process is 14 Centre Street, Concord, NH 03301 and the name of the mortgagee's agent for service of process is Corporation Service Company d/b/a Lawyers Incorporating Service.

You can contact the New Hampshire Banking Department by e-mail at nhbd@banking.nh.gov. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

TERMS OF SALE

A deposit of Ten Thousand ($10,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on January 3, 2019.

Wells Fargo Bank, N.A.
By its Attorney,
Erika L Vogel
Harmon Law Offices, P.C.
PO Box 610389
Newton Highlands, MA 02461
603-669-7963
13687-13716
(UL - Jan. 8, 15, 22)

Legal Notice

help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

The property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS, WHERE IS".

The foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations, or agencies claiming by, from or under them.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS ($5,000.00) in the form of a certified check, bank treasurer's check, or money order will be required to be delivered at or before the time the bid is offered. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Lakeview Loan Servicing, LLC
Present Holder of said Mortgage,
By Its Attorneys,
Orlans PC
PO Box 540540
Waltham, Massachusetts 02454
Phone: (781) 790-7800
(UL - Jan. 8, 15, 22)

Legal Notice

NOTICE OF PUBLIC HEARING

The Pease Development Authority - Division of Ports and Harbors will be holding a **PUBLIC HEARING** on January 17, 2019 at 6:00PM at the Division Office, 555 Market Street, Portsmouth NH 03801 in order to receive public input regarding proposed amendments to the **SCHEDULE OF MOORING PERMIT AND WAITLIST FEES,** in accordance with the New Hampshire Code of Administrative Rules **CHAPTER** Pda 500: **MOORINGS AND ANCHORAGES.** The proposed amendments are available in the Moorings section on the Division website; www.peasedev.org or at the Division office

Following the **PUBLIC HEARING** there will be a 30 day period, ending on February 18, 2019, during which written comment will be accepted. Please direct written comments to

Geno J. Marconi, Director
PDA-DPH
555 Market St
Portsmouth, NH 03801
or by email to g.marconi@peasedev.org
(UL - Jan. 6, 7, 8)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of a Power of Sale

sealed by them and any and all persons, firms, corporations, or agencies claiming by, from or under them.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS ($5,000.00) in the form of a certified check, bank treasurer's check, or money order will be required to be delivered at or before the time the bid is offered. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

JPMorgan Chase Bank, N.A.
Present Holder of said Mortgage,
By Its Attorneys,
Orlans PC
PO Box 540540
Waltham, Massachusetts 02454
Phone: (781) 790-7800
(UL - Jan. 8, 15, 22)

Legal Notice

Request for Proposals
The Adjutant General's Department
1 Minuteman Way
Concord, NH 03301-5607
Statewide Service Agreement Professional Mechanical, Electrical and Plumbing Engineering Services

The Adjutant General's Department/New Hampshire Army National Guard (NHARNG) is seeking to retain on-call qualified and experienced firm(s) interested in providing professional mechanical, electrical, and plumbing engineering services for NHARNG facilities throughout the state. Facilities include, but are not limited to, readiness centers, training centers and maintenance facilities. The selected firm(s) should be familiar with HVAC system design, testing and balancing of IAQ systems, building management controls, energy conservation project design, building systems commissioning, electrical systems, and plumbing systems. Firms interested in providing these services should submit a 1-page letter of interest requesting an Information Packet by 5:00 PM on January 17, 2019 to Ken Coombs RA, Facilities Management Office at NHARNG, 1 Minuteman Way, Concord, NH 03301. Questions pertaining to this RFP can be sent via email to kenneth.coombs8.nfg@mail.mil. Firm selection will occur using a qualification-based selection process.
(UL - Jan. 6, 7, 8)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained in a certain mortgage given by **William B. Carey, Dawn M. Carey** ("the Mortgagor(s)") to Numerica Savings Bank, FSB, dated February 8, 1991 and recorded in the Hillsborough County Registry of Deeds in Book 5238, Page 963, (the "Mortgage"), which mortgage is held by Wells Fargo Bank, N.A., the present holder of said Mortgage, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purposes of foreclosing the same will sell

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STATE OF NEW HAMPSHIRE
THE ADJUTANT'S GENERAL DEPARTMENT

"REQUEST FOR QUALIFICATIONS"

Professional Services

The NH Adjutant General's Department (NH Army National Guard) is soliciting qualification packages for professional services such as building system design and analysis, and construction administration services in accordance with NH Revised Statute Annotated (RSA) 21-I:22. Qualification packages can be mailed to the Adjutant General's Department, NGNH-FMO (ATTN: Kenneth Coombs, RA), 4 Pembroke Road, Concord, NH 03301-5652.

General contracting information is provided in the attached State of New Hampshire Form P-37 Agreement, Exhibit A (Scope of Services), Exhibit B (The Contract Price, Method of Payment and Terms of Payment), and Exhibit C (Special Provisions).

The Adjutant General's Department anticipates awarding up to $500,000 00 per contract year. This contract will be a two-year contract (commencing on/about July 1, 2019).The option for two, one-year renewals will be based upon satisfactory completion of each contract year. Execution is subject to availability of both federal and state funds.

Companies, corporations or trade names, except sole proprietorships must be registered with the State of New Hampshire, Corporate Division, Secretary of State's Office, Concord, NH 03301, phone (603) 271-3244/3246 (website: www.nh.gov/sos/corporate).

The Adjutant General's Department, State of New Hampshire, reserves the rights to accept any or all qualification packages, or reject any or all qualification packages, that may be in the best interest of the state. It is also understood that the Adjutant General's Department, State of New Hampshire, reserves the right to award all or a portion of the prospective services. One or more service providers may be chosen.

Complete Qualifications Packages will include: 1) Clarity/Presentation, 2) Proposed Methodology, 3) Work History, 4) Capacity, 5) Project Manager/Team, 6) Suitability, 7) Quality Assurance/Quality Control Protocol and 8) References. See the Qualification Evaluation Procedure for further details.

Statement of Qualifications and Experience will be limited to thirty-five (35) pages, and five (5) hard copies and one (1) digital disc (no thumb drives) must be received no later than 5:00 PM February 28, 2019. Packages can be mailed to the Adjutant General's Department, NGNH-FMO (ATTN: Kenneth Coombs, RA), 4 Pembroke Road, Concord, NH 03301-5652.

Additional documentation required in order to be awarded a contract will include: 1) a corporate Certificate of Authority to submit a qualification package, 2) Certificate from the State of New Hampshire Secretary of State's Office stating the company is currently registered to perform work in NH, and 3) Certificate of Insurance showing coverage in the amount identified on the P-37 Standard Agreement, Section 14.

The successful consultant will be chosen based on the Adjutant General's Qualification Evaluation Procedure. In accordance with NH RSA 21-I:22, a short list of not less than three firms will be established. Interviews may be held but are not required with the short list of firms. The Adjutant General's Department will then request a fee schedule to begin negotiation to determine compensation rates that are considered fair and reasonable with the most qualified provider. If the agreement can't be made with the most qualified firm, negotiations will be terminated and the next most qualified consultant will be contacted. Please be prepared to provide a fee schedule shortly after the qualifications deadline if requested.

Written or verbal communications should be addressed to: Adjutant General's Department, NGNH-FMO (ATTN: Kenneth Coombs, RA, 4 Pembroke Road, Concord, NH 03301-5652, phone (603) 227-1466 or via email at Kenneth.coombs8.nfg@mail.mil.

State of New Hampshire
The Adjutant General's Department

2019 Qualification Evaluation Procedure for Professional Services

The New Hampshire Adjutant General's Department will evaluate the qualification of potential consultant for Professional Services based on the following criteria. Each company will be evaluated by five (5) personnel. A composite of the evaluator ratings will be used to rank the potential services providers in order of most qualified to least qualified.

Company Name: _____

Service Type: _____

Evaluator: _____

#	Category	Scale	Rating
1	Clarity/Presentation	10 points possible	
	Completeness and clarity of the proposal.	Max points for addressing all topics in RFP, scale to 0 for unreadable or confusing proposal	
2	Proposed Methodology	15 points possible	
	Explain your understanding and approach to services requested, as well as methodology for carrying out assigned tasks, and producing deliverables	Max points for demonstrating an understanding of the project needs of the NHARNG, with sound methodology, scale to 0 for failing to provide clear process	
3	Work History	15 points possible	
	List of projects related to requested services. List will include title of the project, name of the client, total dollar value, value of services provided, and outcome of the project. This section should demonstrate the firm's core competencies.	Max points for successful projects similar in nature to typical NHARNG projects, scale to 0 for failing to provide sufficient work history and dissimilar projects	

Firm: Evaluator:

#	Category	Scale	Rating
4	Capacity	15 points possible	
	Demonstrated ability and availability, organizational capacity, financial stability, company longevity, and capacity to carry out, in a timely manner, the services as specified in the RFQ, to include short suspense taskings. Include information on company size and geographic location of project team.	Max points will be given to firm with project team situated within 75 miles of Concord, NH, in business for 10+ years; demonstrated responsiveness to client requests, and any other factors that meet the listed criteria. Scale to 0 for failing to provide or meet any of the listed criteria.	

5	Project Manager/Team	15 points possible	
	Qualification of principal individuals assigned to project team that will be assigned to NHARNG. Resumes and qualifications must include any relevant Professional Licenses/Certifications that are valid within the State of New Hampshire. Provide an organizational chart that includes the proposed project team should the firm be selected, the principal in charge, each design discipline, team manager, and any anticipated sub-consultants/preferred sub-consultants that will be utilized to meet RFQ.	Max points will be awarded for clear organizational chart with qualified professionals, solid long term-relationships with utilized sub-consultants, clearly assigned team manager to serve as NHARNG point of contact, and any other information that demonstrates superior levels of project team's ability to meet NHARNG needs. Scale to 0 for unclear relationships, unfit sub-consultants, or missing plans to meet all disciplines listed in RFQ.	

Firm: Evaluator:

#	Category	Scale	Rating
6	Suitability	20 points possible	
	Provide 1-3 in depth completed project examples that show experience working with the State of New Hampshire, contracting with the Division of Public Works, and/or the Federal Government.	Max points will be awarded for projects with successful outcomes that are similar in nature to NHARNG current building/property inventory, specifically projects completed through NH DPW that were on NHARNG facilities. Projects done for other State's National Guard entities or through other DoD agencies/USACE are next most preferable, followed by other State or Federal entities, then no Government experience, and scaling to 0 for no experience with similar sized projects.	
7	QA/QC Process	5 points possible	
	Provide examples and process for quality assurance/quality control procedures currently practiced both within the firm and externally during construction administration to protect the owner from substandard design/construction.	Max points will be given to a clear process that has a proven track record, both dealing with internal design, whether from employees or sub-consultants, and with General Contractors during construction administration. Scale to 0 for no/weak methodology.	
8	References	5 points possible	
	Provide names and contact information of at least five and no more than ten professional references. Contact information must include the name of the company/person, both phone and email.	Max points will be given to references less than three years old, provide positive feedback, and are associated with the projects in criteria 6. Scale to 0 for failure to provide references or based upon reference feedback.	

Total for Firm

MEP						
	Firm					
Reviewer	D&K	Harriman	HLT	Loureiro	W&S	Yeaton
1	90	94	83	82	90	91
2	25	86	78	46	72	100
3	84	59	88	67	83	58
4	97	94	87	73	77	91
5	90	82	92	60	82	83
Total	**386**	**415**	**428**	**328**	**404**	**423**
		Selected	Selected			
		Arch	Arch			
		Selected				
		Short list candidate				
		Selected for different discipline				

The Adjutant General's Department
2020-2023 IDIQ Services
Rating Panel Background Information

Reviewed All Disciplines

AN – Bachelor of Science Degree in Industrial Education Technology. He has been working in the Construction and Facility Management Office since 2009, where he is currently serving as the CAD Technician and Project Manager for SRM construction projects. Prior to that he has worked in a variety of private sector engineering design firms throughout New Hampshire.

BS – Bachelor of Science Degree in Community Development and Environmental Planning and an Associate's Degree in Civil Technology. He has worked in the Construction and Facility Management Office since 2018 where he is currently serving as a Construction Project Manager. Prior to that he owned and operated his own masonry business since 2012 and has experience in various construction trades.

KC – Registered Architect with over 30 years of experience with several architectural firms in the state of NH. For the past six years he has been an Architect/Project Manager for the New Hampshire National Guard's Construction and Facilities Management Office, where his primary role is overseeing design and construction projects on new and existing Guard facilities.

LR - Bachelor of Science Degree in Mechanical Engineering with 22 years of Engineering, Construction, Project Management and Technical Services experience from civilian and military organizations to include a Fortune 100 company, the US Army Corps of Engineers and the Army National Guard in the US and abroad. He has been working in the Construction and Facility Management Office since 2011 and is currently serving as the MILCON Manager.

LK- Bachelor of Science Degree in Civil Engineering, Master's Degree in Business Administration, and registered Professional Engineer. He has been working in the Construction and Facilities Management Office since 2011 and is currently serving as the Design and Construction Branch Chief. Prior to that he has worked in the private and municipal engineering sectors in a variety of roles.

Reviewed ENV/MP/Civil Applications

ES – Associate's Degree in Civil Engineering. He has worked in the Construction and Facility Management Office since 2004 where he currently serves as a Planning Specialist. He has direct experience with all currently executing master plans throughout the New Hampshire Army National Guard. Prior to that he has experience as a licensed electrician.

KW - Bachelor of Science Degree in Chemical Engineering. Twenty years plus of experience in various environmental engineering and compliance services, both in the private and the

government sector. Environmental Professional per 40 CFR 312 as required for the conduct and approval of "all appropriate inquires" for certifying environmental assessments of properties. Has been a part of the NHARNG CFMO for the past eleven years assisting with environmental permitting and construction project reviews and approvals. Subject matter expert assisting the CFMO office in the preparation of review of various 'environmental condition of property' projects, both internally and via outside contractors.