



State of New Hampshire

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

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 28, 2023

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

REQUESTED ACTION

1) Authorize the Department of Administrative Services to enter into an agreement with Lavallee Brensinger PLLC 31435(dba Lavallee Brensinger Architects) (VC#155101) Manchester, New Hampshire, for a total price not to exceed \$1,034,750 for Project Number 81198 Contract A, Rochester Circuit Court Replacement - Design, Rochester, New Hampshire. The contract is effective upon Governor and Council approval through May 31, 2024, unless extended in accordance with the contract terms. **100% Capital Funds.**

2) Further authorize that a contingency in the amount of \$126,250 be approved for unanticipated design expenses for the Rochester Circuit Court Replacement - Design, bringing the total to \$1,161,000. **100% Capital Funds.**

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

| | <u>FY 2023</u> |
|---|---------------------|
| 01-14-14-146530-92900000 L21:1ID14-Roch Crt Repl Engrng | |
| 034-500152 – Design/Study | \$ 1,034,750 |
| 034-500152 – Design/Study - Contingency | <u>\$ 126,250</u> |
| Grand Total | \$ 1,161,000 |

EXPLANATION

Pursuant to Chapter 107:1, I, D, 14, Laws of 2021, funds are available for the purpose of designing a new Rochester Circuit Courthouse. This contract is for professional design and construction administration services for a new 25,000 square-foot Circuit Court in Rochester. The courthouse will be located on an empty

site on Route 108, near Skyhaven Airport. The new courthouse will include four (4) courtrooms, court staff space, prisoner cells, sallyport and public waiting areas. The Rochester Family Division will be incorporated into the new courthouse. It is anticipated that the new building will be two stories with a partial basement, if needed, for mechanical and storage space. A total of 90-100 parking spaces will be provided adjacent to the building for staff and visitors. There are City water and sanitary services available at the site.

The existing Rochester Circuit Court is inadequate in terms of space, layout, security, building codes, and conditions. The existing courthouse has limited parking and, at 11,000 square feet, has only two courtrooms. The courthouse does not have enough space to incorporate the Rochester Family Division, which is currently located at the leased facility of the Strafford County Courthouse. With the dual locations of the Rochester Circuit Court, the public often goes to the wrong courthouse, causing extra travel and delays in the proceedings. The construction documents will be delivered by May 31, 2024.

In June 2022, the Division of Public Works Design & Construction solicited Registered Architects and Engineers, by public announcement in the State, for interest in providing consultant services for the design of the Rochester Circuit Courthouse.

Six (6) consultant firms submitted letters of interest and qualifications and were considered for this assignment. These consultant firms were evaluated based on their submitted qualifications, including applicable experience of the firms and team members.

| | |
|---------------------------------------|--------------------------------------|
| Lavallee Brensinger Architects | Samyn-D'Elia Architects, P.A. |
| Harriman | Smith-Alvarez-Sienkiewicz Architects |
| Perry Dean Rogers Partners Architects | Christopher P. Williams Arch, PLLC |

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

Interviews were held with the following three (3) Consultant firms on August 23, 2022.

| | |
|--------------------------------------|-------------------------------|
| Lavallee Brensinger Architects | Samyn-D'Elia Architects, P.A. |
| Smith Alvarez Sienkiewicz Architects | |

Based on their technical proposal, presentation and experience on projects of a similar nature, the firm of Lavallee Brensinger Architects was chosen as best qualified for the project. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience. The Consultant Selection Committee included representatives from the New Hampshire Bureau of Courts and the Division of Public Works Design and Construction. An explanation of the Consultant Selection Committee is also provided, herewith, for your information.

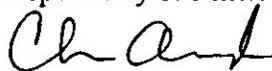
The consultant selection process employed by the Department for this project is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's procedures for "Selection of Engineers, Architects and Surveyors" dated July 28, 2005.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 3 of 3

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

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner

Interview/Selection date: 23-Aug-22

COMMITTEE PROPOSAL RATING FOR
ROCHESTER CIRCUIT COURT

| Consultant Name | Comprehension of Assignment | Clarity of Proposal | Capacity to Perform in a Timely Manner | Quality and Experience of PM/Team | Overall Suitability for the Assignment | Total Score | Cumulative Score |
|---------------------------|-----------------------------|---------------------|--|-----------------------------------|--|-------------|------------------|
| Lavallee Brensinger | | | | | | | 97.0 |
| | | | | | | 0 | |
| Michelle Juliano | 4 | 4 | 4 | 5 | 5 | 22 | |
| Keith Hemingway | 5 | 5 | 5 | 5 | 5 | 25 | |
| Sarah Lineberry | 5 | 5 | 5 | 5 | 5 | 25 | |
| Judge Susan Ashley | 5 | 5 | 5 | 5 | 5 | 25 | |
| Samyn D'Elia | | | | | | | 64.0 |
| | | | | | | 0 | |
| Michelle Juliano | 3 | 3 | 3 | 3 | 3 | 15 | |
| Keith Hemingway | 5 | 4 | 4 | 4 | 4 | 21 | |
| Sarah Lineberry | 3 | 1 | 3 | 4 | 4 | 15 | |
| Judge Susan Ashley | 3 | 2 | 3 | 4 | 1 | 13 | |
| Smith Alvarez Sienkiewicz | | | | | | | 77.0 |
| | | | | | | 0 | |
| Michelle Juliano | 4 | 4 | 4 | 3 | 3 | 18 | |
| Keith Hemingway | 3 | 4 | 5 | 3 | 3 | 18 | |
| Sarah Lineberry | 3 | 5 | 5 | 4 | 4 | 21 | |
| Judge Susan Ashley | 4 | 3 | 5 | 4 | 4 | 20 | |

<===== Highest Score

Project: New Courthouse

Posting Date: June 20, 2022

Scope of Work: The Division of Public Works is seeking architectural firms interested in providing design and services for Rochester Circuit Court New Courthouse Project.

This request is to design a new 24,000 SF courthouse for the Rochester Circuit Court. The new facility will have at least three (3) courtrooms, a sally port, cellblock, ample parking, and will include room for the Rochester Family Division which is currently located in a leased facility. The existing courthouse is inadequate in terms of space, layout, ADA, security, and building conditions.

No. of Responses 6 *rec'd on 7/15/22*

Received:

Short List: On July 20, 2022, the Department selected three (3) firms and sent each a request for a technical proposal for further evaluation: Lavalée Brensing Architects; Smith-Alvarez-Sienkiewicz; Samyn-D'Elia Architects

**ROCHESTER COURTHOUSE
Consultant Long List**

E-mailed Hard
Copy

| No. | Name | Address | Previous Relative Experience | | |
|-----|----------------------------------|--|------------------------------|---|---|
| 1 | Lavallee Brensinger Architects | 99 Bedford Street, Boston, MA 02111 155 Dow Street, Suite 400, Manchester, NH 03101 | | √ | √ |
| 2 | CGL/Harriman (Joint Venture) | Harriman Drive, Auburn ME 04210-3000 46 Harriman | | √ | √ |
| 3 | Perry Dean Rogers Partners | 177 Mil Street, 8th Floor, Boston, MA 02109 | | √ | √ |
| 4 | Samyn - D'Elia Architects | 6 Center House Road, PO Box 229, Holderness, NH 03245 | | √ | √ |
| 5 | Smith-Alvarez-Sienkiewicz | 117 Saint Paul St, Burlington, VT 05401 | | √ | √ |
| 6 | Williams Arch, PLLC, Christopher | PO Box 1016, New London, NH 03257 | | √ | √ |
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Explanation of Consultant Selection Committee

Rochester Circuit Courthouse, project #81198

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

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

The Division of Public Works **Project Manager**, for the specific work for which the consultant is being hired, brings additional expertise concerning the capabilities of various consultants. His architectural knowledge and years of project management experience provide a more detailed perspective about the various consultants' strengths and/or weaknesses and how they would fit with the project needs.

The Department of Administrative Services' **Superintendent of Court Facilities** is responsible for the oversight and operation of all State-owned courthouse facilities. She works collaboratively with the Judicial Branch to determine and develop long-range facility needs. She also works closely with the Division of Public Works on all capital projects, including courthouse construction. The Superintendent has worked on more than 10 courthouse construction projects during her tenure with the State.

The New Hampshire Circuit Court **Deputy Administrative Judge** presides over family and district court cases in Rochester and assists the Administrative Judge with central responsibilities for the Circuit Court. Prior to her appointment to the bench, she worked for the Judicial Branch and the Strafford County Attorney's office. She has particular knowledge about the needs of the Judicial Branch and local community for a new courthouse in Rochester.

| Position Title | Committee Member | Years of Experience |
|------------------------------------|-------------------------|---|
| Deputy Director | Michelle Juliano, P.E. | 33 years State service |
| Architect, Project Manager III | Keith Hemingway, R.A. | 6 years State service 42 years private sector |
| Superintendent of Court Facilities | Sarah Lineberry | 13 years State service 26 years private sector |
| Deputy Administrative Judge | Hon. Susan Ashley | 22 years State service 5 years County service |



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

AGREEMENT
FOR
ROCHESTER CIRCUIT COURTHOUSE
ROCHESTER, NEW HAMPSHIRE
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S PROJECT NUMBER 81198
CONTRACT A

LAVALLEE BRENSINGER PLLC
(dba Lavallee Brensinger Architects)
155 DOW STREET, SUITE 400
MANCHESTER, NH 03101

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated November 7, 2022 from Lavallee Brensinger PLLC, 31 pages.
2. Exhibit 'B': Lavallee Brensinger PLLC, Wage Rates, 1 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program dated November 7, 2022 from Lavallee Brensinger PLLC, 3 pages.

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

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

PROJECT NUMBER 81198, CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 7 day of June in the year 2023 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the COMMISSIONER OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, hereinafter referred to as the USING AGENCY, and the COMMISSIONER OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, hereinafter referred to as the DEPARTMENT, acting under NH RSA chapter 21-I, as amended, and Lavallee Brensinger PLLC (dba Lavallee Brensinger Architects (Vendor Number 155101), hereinafter referred to as the CONSULTANT, witnesses that:

WHEREAS, the 2021 Regular Session of the General Court of the STATE appropriated funds for the design and construction administration services of the Rochester Circuit Court Replacement, Rochester, NH, per Chapter 107:1, I, D, 14, Laws of 2021.

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, as an independent contractor and not as a STATE agent or employee, to perform the professional services required for the planning, design, and construction of the project including but not limited to feasibility studies, programming, site and building assessments and inspections, construction documents, computerized building simulation, life cycle costing, and on-site observation, as required for the project, in accordance with Exhibits 'A', 'B' and 'C' and the following terms and conditions for payment of a lump sum fee, not-to-exceed One Million, Thirty-Four Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$1,034,750.00). The CONSULTANT agrees to accept this amount as full compensation for the combined total cost of all work, expenses and profit.

THE PROFESSIONAL STUDY SHALL CONSIST OF THE FOLLOWING:

This contract is for professional design and construction administration services for a new 25,000 square-foot

Circuit Court in Rochester. The courthouse will be located on an empty site on Route 108, near Skyhaven

Airport. The new courthouse will include four (4) courtrooms, court staff space, prisoner cells, sallyport and

public waiting areas. The Rochester Family Division will be incorporated into the new courthouse. It is

anticipated that the new building will be two stories with a partial basement, if needed, for mechanical and

storage space. A total of 90-100 parking spaces will be provided adjacent to the building for staff and visitors.

There are City water and sanitary services available at the site.

PART I FEE:

1. Payments on the account of the CONSULTANT'S services shall be made on the basis of the statement submitted by the CONSULTANT at the time of the service occurrence on a monthly basis and approved by the DEPARTMENT.
2. Payment will be based upon the
 - A. Direct Labor Rate. The maximum Direct Labor Rate allowed for all labor classifications under this AGREEMENT shall be \$80 per hour for the life of the AGREEMENT.
 - B. Contract Labor Rate. The Contract Labor Rate is the sum of the Direct Labor Rate and the Overhead and Burden.
 - C. Fixed Fee. A Fixed Fee for profit and non-reimbursed costs shall be a negotiated amount based upon the estimated risk to be borne by the CONSULTANT. The maximum Fixed Fee shall be 12% of Contract Labor Rate.
3. Payment will be calculated as follows:
$$\text{Contract Labor Rate (\$/hr)} + \text{Fixed Fee [12\% maximum] (\$/hr)} = \text{Total Hourly Wage per employee.}$$
4. Payments on the account of the CONSULTANT'S basic services shall be made in proportion to the services performed so that compensation at the completion of each phase shall equal the following percentages of the total basic compensation:
 - A. Schematic Design Phase 20%
 - B. Design Development Phase 45%
 - C. Construction Documents Phase 75%
 - D. Bidding and Negotiation Phase 80%
 - E. Construction Administration Phase 100%
5. For the CONSULTANT'S additional services in making major revisions in drawings, specifications, and other documents when such revisions in the Construction Documents Phase and/or the Construction Phase are required and are inconsistent with written approval or instructions previously given, and are due to causes beyond the control of the CONSULTANT, as approved by the DEPARTMENT, compensation shall be based on wage rates provided in Exhibit 'B'.
6. Employees not listed on Exhibit 'B' shall be compensated at a multiple of two and one quarter (2.25) times the employee's Direct Personnel Expense.
7. Additional services of professional sub-consultants shall be computed at a multiple of one and one tenth (1.1) times the amount billed to the CONSULTANT for such services.
8. Direct personnel expense of employees engaged on the project includes architects, engineers, and other technical employees in producing drawings, specifications, and other documents

pertaining to the project. Such expenses shall include cost of salaries as well as mandatory and customary benefits.

9. All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total agreed upon not-to-exceed lump sum fee amount. All sub-consultant costs may also be subject to audit by the STATE and Federal Governments.

PART 2 ASBESTOS:

1. The CONSULTANT shall have no direct responsibility for the investigation, detection, abatement, replacement or removal of products, materials or processes containing asbestos. If any asbestos is encountered during the design or construction of the project, it shall be the responsibility of the DEPARTMENT to negotiate a fee with the CONSULTANT to provide for the services, or sub-consultant required for the detection, abatement, replacement or removal of the products, materials or processes containing asbestos.

PART 3 DESIGN GUIDELINES:

1. The CONSULTANT agrees to follow the provisions of the current DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S Design Guidelines, as well as, the DEPARTMENT's Interior Space Planning Standards, and amendments thereto, or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

PART 4 CONSULTANT'S BASIC SERVICES:

1. The CONSULTANT'S basic services shall consist of the five phases described below or any combination thereof.
 - A. SCHEMATIC DESIGN PHASE: The CONSULTANT shall consult with the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION to ascertain the requirements of the project and shall confirm such requirements through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
 1. The CONSULTANT shall prepare Schematic Design Studies, consisting of drawings and other documents illustrating the scale and relationship of the project components, together with a semi-detailed estimate of construction costs, submitting three (3) sets of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
 2. The CONSULTANT shall present the Schematic Design Documents at a review meeting with the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION and the USING AGENCY. The presentation shall contain justification of the concept selected plus a review of options as applicable for the type of project.

- B. **DESIGN DEVELOPMENT PHASE:** The CONSULTANT shall prepare, from authorized Schematic Design Studies, the Design Development Documents, consisting of drawings and other documents to fix and describe the size and character of the entire project including architectural, structural, mechanical, electrical, site development and utilities, materials and methods, as required, together with a more detailed estimate of construction costs, submitting three (3) copies of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
1. The CONSULTANT and representatives of each of the consultant engineering disciplines required for the project shall present the Design Development Documents at a review meeting with the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION and the USING AGENCY. The presentation shall include justification of selections and impacts of decisions on life cycle costs. The documents shall describe the project sufficiently to allow for thorough evaluation.
 2. As a minimum, the Design Development package shall include:
 - a. Definitive Drawings
 - 1) Site plan
 - 2) Floor plans
 - 3) Elevations
 - 4) Section
 - 5) Systems line drawings
 - b. Narrative building description including all systems and performance criteria.
 - c. Outline specifications including all divisions proposed for final specifications.
 - d. Detailed cost estimate itemized by specification heading.
 - e. Narrative analysis of any disproportionate budget monies assignments, if any, with justifications.
 - f. Documented cost/benefit research of options reviewed by each design team discipline.
- C. **CONSTRUCTION DOCUMENTS PHASE:** The CONSULTANT shall prepare, from authorized Design Development Documents, working drawings and specifications, setting forth in detail the requirements for the construction of the entire project, in cooperation with the requirements of the Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
1. Construction documents shall comply with all current applicable Federal, STATE, and local codes, laws, regulations and requirements applicable to the project, including Executive Orders 2004-7 and 2005-4, and State of NH "High Performance Design Standard" regarding energy efficiency of State Government, in effect as of the date of the advertising of the project.
 2. The CONSULTANT hereby agrees that the construction documents shall be produced in 1/8-inch scale or larger, measuring 24 inches by 36 inches with a 1/2-inch border and a binding border of 1-1/2 inches, unless larger sheets are approved by the DEPARTMENT.
 3. The CONSULTANT with the cooperation of the DEPARTMENT shall prepare the technical specifications in the Construction Specifications Institute's format. Specifications shall be on "bond paper", suitable for reproduction. The Drawings which have been completed by a computer aided drafting system shall be presented to the DEPARTMENT in .DXF or the Department's latest release of AutoCad format. Back of the Plan Sheets shall be labeled with its corresponding electronic file name. The Specifications which have been completed by a computerized word processing system shall be presented to the

DEPARTMENT in the Department's current release of Microsoft Word format. The formats and file names shall be clearly identified on the compact discs.

4. The CONSULTANT shall provide an original wet seal(s) on final construction documents.
5. The CONSULTANT shall advise the DEPARTMENT of any adjustments to previous statements of probable construction costs indicated by changes in program or requirements and shall deliver to the DEPARTMENT a detailed construction cost estimate based on all items of the construction documents.
6. The CONSULTANT shall deliver three (3) sets of prints of the working drawings and specifications to the DEPARTMENT for final review and authorization to proceed to the next phase prior to submitting the original construction documents.
7. The CONSULTANT shall include an affidavit confirming that the construction documents have been reviewed by the CONSULTANT in accordance with the CONSULTANT'S quality assurance/quality control (QA/QC) program provided in Exhibit "C".
8. BIDDING AND NEGOTIATION PHASE: The CONSULTANT shall assist the DEPARTMENT in preparing the necessary addenda, during the bidding period, and shall assist in negotiations, as required, prior to award of the construction contract.
- 9.

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

1. After each visit, the CONSULTANT shall promptly submit a written report of its findings (ex. meeting minutes), and/or those of its sub-consultants, to the DEPARTMENT, listing all its observations, decisions and interpretations of the Contract documents and work progress, made during on-site visits.
2. Based upon such observations at the site, and on the Contractor's Requisition for Payment, the CONSULTANT shall determine the appropriateness of line-item costs submitted and shall so advise the DEPARTMENT prior to the processing of the Partial Payment Estimate.
3. The CONSULTANT shall conduct timely review and approval of shop drawings, samples and other submissions of the Contractor only for conformance to the design concept of the project and for compliance with the information given in the Contract documents. These shall be forwarded to the DEPARTMENT for final approval.
4. The CONSULTANT shall record and distribute minutes of all project meetings and shall advise the DIVISION'S Project Architect/Engineer relative to construction disputes.
5. The CONSULTANT shall also issue Architect's Supplemental Instructions, as required, to clarify and interpret the Contract Documents and submit finish color selections for USING AGENCY'S approval.
6. The CONSULTANT shall prepare and compile Requests for Proposal for Change/Alteration Orders. The CONSULTANT shall review Contractor's

Change Estimates and advise the DIVISION's Project Architect/Engineer relative to the accuracy and acceptability of the Change Estimates.

7. The CONSULTANT shall conduct the inspections to assist the DEPARTMENT in determining the dates of Substantial and Final Completion, and shall receive and review written guarantees and related documents assembled by the Contractor.
8. The CONSULTANT shall assist in the preparation of the Substantial Completion Certificates, compiling punch lists of work in need of correction.

PART 5 DATE OF COMPLETION:

1. The CONSULTANT hereby agrees to process the services required by this AGREEMENT expeditiously to the completion of the Construction Documents Phase of the assigned project and to deliver these documents to the DEPARTMENT on or before May 31, 2024. The CONSULTANT shall provide Construction Administration Phase services through the Final Completion of the Project.

PART 6 THE DEPARTMENT'S RESPONSIBILITIES:

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

PART 7 TERMINATION OF AGREEMENT:

1. The DEPARTMENT may at any time, and for any cause, including, but not limited to, the failure of appropriation of funds for these purposes, after the execution of this AGREEMENT, abandon or suspend for an indefinite time the prosecution of the work required by this AGREEMENT or any part thereof. Upon notification in writing of such abandonment or

suspension, this AGREEMENT shall be terminated or modified as the case may require. In such event, the CONSULTANT shall, in addition to any installment or fee payable prior to such abandonment or suspension, be entitled to fair compensation for any uncompensated work in progress, satisfactorily performed prior to such abandonment or suspension, and all documents finished or unfinished shall become the property of the STATE as official records and documents of public concern and information.

2. The CONSULTANT, for just cause, may terminate this agreement by notifying the DEPARTMENT in writing thirty (30) days prior to such termination.

PART 8 EXTENT OF AGREEMENT:

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

PART 9 CONTINGENT NATURE OF AGREEMENT:

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

PART 10 CLAIMS AND INDEMNIFICATION:

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

PART 11 INSURANCE:

1. It is agreed that, in accordance with NH RSA chapter 281, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, workers' compensation insurance, and require its sub-consultants to do likewise. The CONSULTANT shall furnish the DIVISION OF PUBLIC

WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

2. Further agreed that, in accordance with NH RSA 21-I:80, II, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, professional liability insurance (errors and omissions) providing protection to the STATE for the CONSULTANT'S acts and omissions. Such professional liability insurance shall be in the minimum amount of \$2,000,000 in the aggregate. No retention (deductible) shall be more than \$75,000 per claim. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
3. Further agreed that, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE, its agencies, and its agents and employees to be named as additional insureds). The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
4. Further agreed, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, commercial and personal automobile liability insurance covering motor vehicles, including owned, hired, borrowed, and non-owned vehicles. Such insurance shall be in the minimum amount of \$500,000 combined single limit for bodily injury and property damages. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.
5. All of the insurance policies required by this AGREEMENT shall require the insurer to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.
6. The certificates shall evidence the required coverage, retention (deductible) and cancellation clause. The CONSULTANT shall have a continuing duty to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with new certificates of insurance as the policies are amended or renewed. Failure to comply with the insurance requirements of this AGREEMENT may result in a delay in processing requisitions, stopping work on the project, or other consequences.

PART 12 GENERAL PROVISIONS:

1. Severability Clause: If any provision of this AGREEMENT is declared to be invalid, the remainder of the AGREEMENT will be deemed valid and enforceable.
2. Applicable Law: This AGREEMENT is governed by, and shall be construed in accordance with, New Hampshire law.
3. Ownership of Documents: All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender

to the DEPARTMENT, upon demand at any time, or submit to its inspection any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document that shall have been collected, prepared or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT. Reuse of any of these documents by the STATE, without written permission of the CONSULTANT, shall be at the STATE'S risk.

Lavallee Brensinger PLLC (dba Lavallee Brensinger Architects):



DATED: June 7, 2023

BY: _____

Richard R. Pizzi, CEO

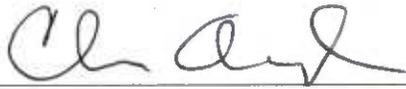
(PLEASE PRINT NAME)

richard.pizzi@lbpa.com

(EMAIL ADDRESS)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 6/8/23

BY: 

Charles M. Arlinghaus
Commissioner

USING AGENCY:
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATED: 6/8/23

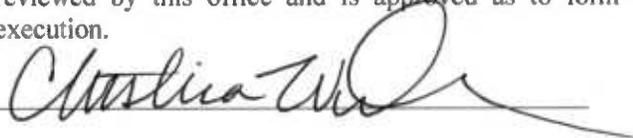
BY: 

Charles M. Arlinghaus
Commissioner

ATTORNEY GENERAL:

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

DATED: 6/9/23

BY: 

SECRETARY OF STATE:

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

DATED: _____

BY: _____
Secretary of State



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION
7 Hazen Drive - Room 250
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Theodore Kupper, PE
Administrator
(603) 271-1638

August 24, 2022

Lavallee Brensinger Architects
155 Dow Street, Suite 400
Manchester, NH 03101

RE: Rochester Circuit Courthouse
Proj. # 8119B, Contract A

Dear Mr. Robicsek:

This is to advise you that your firm has been selected from the "short list" for further negotiations pursuant to entering into a contract for proposed services on the above-noted project.

Please contact the Division of Public Works Design & Construction Project Manager, Keith Hemingway, at (603) 271-4523, as soon as possible, to arrange for a meeting to discuss the project scope of work. The purpose of the meeting is to provide your firm with the information needed to prepare your fee proposal. Your proposal should include a detailed description of the project, all services provided in accordance with the attached *sample* design agreement, and a breakdown of your firm's fee schedule.

We request that you submit to us a list of those personnel who would be used for this assignment. The breakdown of your proposed fee schedule should be supported by salaries, overhead, and out-of-pocket and incidental miscellaneous expenses. The format should conform generally to the following and will be used as an exhibit for execution of the Agreement:

| <u>Employee</u> | <u>Employee Classification</u> | <u>Direct Labor \$/Hr.</u> | <u>Overhead & Burden %</u> | <u>Fixed Fee \$/Hr.</u> | <u>Total Hourly Wage</u> |
|-----------------|--------------------------------|----------------------------|--------------------------------|-------------------------|--------------------------|
|-----------------|--------------------------------|----------------------------|--------------------------------|-------------------------|--------------------------|

The Total Hourly Wage per employee shall be calculated as follows: Contract Labor Rate (\$/hr) + Fixed Fee (12% maximum) (\$/hr), where the Contract Labor Rate is the sum of the Direct Labor Rate and the Overhead and Burden. The maximum Direct Labor Rate allowed for all labor classifications under this Agreement shall be \$60 per hour. The Fixed Fee for profit and non-reimbursed costs shall be a negotiated amount based upon the estimated risk to be borne by the firm. The maximum Fixed Fee shall be 12% of the Contract Labor Rate.

John O. Morton Building • 7 Hazen Drive, Room 250 • POB 483 • Concord, New Hampshire 03302-0483
Telephone: 603-271-3516 • Fax: 603-271-3515 • TDD: 1-800-735-2964
<http://das.nh.gov/publicworks>

The Department will not approve increases in employee salaries during the life of the contract.

Upon receipt and approval of your fee proposal, we will forward to you an original and two (2) copies of the proposed agreement. You will need to execute all copies and return them to the Division of Public Works Design & Construction as soon as possible. Upon their receipt, they will be submitted to Governor and Council for approval.

We will also need the following documents in **original form** with the proposed agreement.

- Pay Scale, signed
- Certificate of Good Standing from the NH Secretary of States' Office, dated April 1 of the current year or later.
- Insurance Certificates: Workers' Compensation, Professional Liability (minimum amount \$2,000,000), and Commercial Automobile Liability (minimum amount \$500,000 Combined Single Limit for Bodily Injury and Property Damage). PART 11 of the Agreement specifies insurance requirements more thoroughly.
- Certificate of Vote, corporate seal affixed.
- Statement of Qualifications

Thank you for your assistance. If you have any questions, please call Kim Hanson, Business Administrator, at 603/271-6659.

We are looking forward to continuing our professional relationship with you on this project.

Sincerely,



Michelle L. Juliano, P.E.

MLJ Director
(603) 271-1645
(603) 271-3515

cc: Theodore Kupper P.E., NHDAS
Keith Hemingway, NHDAS
Sarah Lineberry, NHDAS Bureau of Courts
Kim Hanson, NHDAS

LAVALLEE BRENSINGER, PLLC

Consent of Managers

The undersigned, being all of the Managers of Lavallee Brensinger, PLLC, a New Hampshire professional limited liability company (the "Company"), hereby adopt the following resolution effective as of the date set forth below:

RESOLVED: That Richard Pizzi (CEO) be and hereby is authorized to execute and deliver the following:

Submit bids and proposals, execute contracts and agreements, amendments, deeds and bonds, and has authority to manage the business and affairs of the company and to make all decisions with respect thereto

in the name and on behalf of the Company, and such execution of the above described documents in the Company's name shall be valid and binding upon the Company.



Christopher Drobot, Manager



Richard Pizzi, Manager

Date: June 1, 2023

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LAVALLEE BRENSINGER PLLC is a New Hampshire Professional Limited Liability Company registered to transact business in New Hampshire on October 06, 1977. 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: 11471

Certificate Number: 0006241002



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of June A.D. 2023.

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

David M. Scanlan
Secretary of State



LAVABRE-01

JGOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2023

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

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

| | | |
|---|--|--------|
| PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103 | CONTACT NAME: Jennifer Good PHONE (A/C, No, Ext): E-MAIL ADDRESS: jgood@clarkinsurance.com FAX (A/C, No): | |
| INSURED Lavallee Brensinger PLLC DBA Lavallee Brensinger Architects 155 Dow St #400 Manchester, NH 03101 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Hartford Underwriters Ins Co | 30104 |
| | INSURER B: Hartford Fire Insurance Company | 19682 |
| | INSURER C: Sentinel Insurance Company | 11000 |
| | INSURER D: Obsidian Specialty Insurance Company | 16871 |
| | INSURER E: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | 04SBAAS3VW2 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/POP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | | 04UECEK3582 | 7/1/2022 | 7/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | | 04SBAAS3VW2 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 04WECAS3VYT | 7/1/2022 | 7/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Cyber Risk | | | OBDCBSBX4XNXFC | 7/1/2022 | 7/1/2023 | Cyber Liability \$ 1,000,000 |

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

Workers Compensation Covered States: CT, MA, ME, NH, NY, PA, VT

Certificate holder and any other entities referenced by contract are included as additional insured for general liability on-going and completed operations, automobile liability and umbrella as required by contract. Coverage shall be primary and non-contributory. Waiver of subrogation applies when required by written contract and allowed by state statute.

Project: State of New Hampshire, Rochester Court House.

CERTIFICATE HOLDER

| | |
|--|---|
| State of New Hampshire Department of Administrative Services P.O. Box 483, Room 250 Concord, NH 03302 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jennifer Good</i> |
|--|---|



LAVAL-1

OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2023

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

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

| | | |
|--|---|------------------------|
| PRODUCER 781-245-5400 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Thomas M. Mullard | CONTACT NAME: Thomas M. Mullard PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED Lavalée Brensinger PLLC dba Lavalée Brensinger Architects 155 Dow St Suite 400 Manchester, NH 03101 | | NAIC # 37885 |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WYVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|-----------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRQ: JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Arch/Eng ProfLiab incl PollutionLiab | | | DPR5010425 | 03/18/2023 | 03/18/2024 | Per Claim 5,000,000 Aggregate 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of NH - Rochester Court House Project

| | |
|---|--|
| CERTIFICATE HOLDER NHDEP-1 NH Department of Administrative Services PO Box 483 Room 250 Concord, NH 03302-0483 | 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  |
|---|--|