



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

196
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Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

Charles M. Arlinghaus
Commissioner

November 27, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Public Works Design and Construction to enter into a **sole source** amendment to an existing Statewide Mechanical agreement with Harriman Associates, Inc. (Vendor Code 153055), 46 Harriman Drive, Auburn, ME., 04210, to increase the not-to-exceed amount by \$400,000, from \$500,000 to \$900,000. The amendment is effective from the date of Governor and Council approval through June 30, 2025.

The original agreement was approved by Governor and Council on February 16, 2022, Item #143.

EXPLANATION

This request is **sole source** because the increase is more than 10% of the original agreement not-to-exceed amount. The Statewide Mechanical agreement enables the Department to respond quickly to unscheduled project requests and possible emergencies regarding Mechanical Engineering issues. This type of consultant agreement will be funded from the monies for each project. The majority of projects needing this type of Mechanical Engineering Services are maintenance, capital, and ARPA funded projects.

This contract amendment is required primarily to complete engineering services for mechanical upgrades at the Legislative Office Building (LOB), in Concord. The upgrades will include replacing original air-handling units, chiller, and cooling tower, all of which are at the end of their useful life. The new equipment will be more efficient, code-compliant, and will better meet the needs of the building occupants. The boilers will also be replaced to provide the additional capacity required to address the increase in outside ventilation air required by code. Harriman Associates, Inc. has completed some engineering services for this project under their current Statewide Mechanical agreement. However, the not-to-exceed amount of their agreement has been reached and they cannot continue their work unless the agreement is amended.

The LOB mechanical upgrades project is funded through the American Rescue Plan Act (ARPA) and has an anticipated budget of \$6,000,000 for design and construction. All funds for the design and subsequent construction contracts must be encumbered prior to December 31, 2024 and fully expended prior to December 31, 2026, per the federal mandated deadlines. The Department of Administrative Services, Division of Public Works Design and Construction did not publish a Request for Proposal to seek other design firms due to the emergent nature of the ARPA funding deadlines. Harriman Associates, Inc. was chosen to assist the Department because they have an extensive successful track record of completing projects on time and within budget, while providing designs that incorporate the latest technologies and provide options that align with the goals of the State.

The subject agreement has been approved by the Attorney General as to form and execution. 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



HARRASS-02

TBRYANT

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Varney Agency-Scarborough 136 US-1 Scarborough, ME 04074	CONTACT NAME: PHONE (A/C, No, Ext): (207) 883-8229	FAX (A/C, No): (207) 883-4752
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hanover Insurance Company		22292
INSURER B : Maine Employers Mutual		11149
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Harriman Associates Inc
 46 Harriman Drive
 Auburn, ME 04210

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X		OBPA538692	2/1/2023	2/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			OBPA538692	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			OBPA538692	2/1/2023	2/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5101800100	2/1/2023	2/1/2024	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Certificate holder is listed as additional insured

CERTIFICATE HOLDER

CANCELLATION

The State of New Hampshire
 Department of Administrative Services
 Division of Public Works Design & Construction
 7 Hazen Drive
 Concord, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

State of New Hampshire

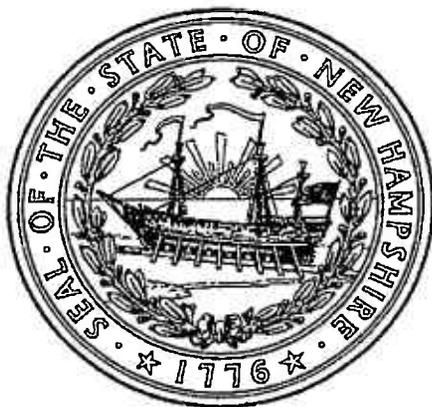
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HARRIMAN ASSOCIATES is a Maine Profit Corporation registered to do business in New Hampshire as HARRIMAN ASSOCIATES, INC. on December 20, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 1730

Certificate Number: 0006325542



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State

Certificate of Authority

Corporate Resolution

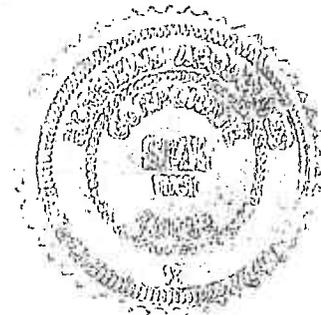
I, Leonard A. Lamoreau, **hereby certify** that I am duly elected Corporate Clerk of Harriman Associates. I hereby certify the following is a true copy of a Harriman Associates vote taken at a meeting of the shareholders, duly called and held on June 19, 2023 at which a quorum of the shareholders were present and voting.

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

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

DATED: 11/13/2023 ATTEST: 

Leonard A. Lamoreau, Corporate Clerk



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT TO THE AGREEMENT (“Amendment”) is entered into this 27th day of November, 2023, by and between the State of New Hampshire, acting by and through the Commissioner, Department of Administrative Services (hereinafter “State,” “Commissioner,” “Department” respectively) and Harriman Associates, Inc. (hereinafter “Consultant”) (the State and the Consultant may hereinafter singularly and/or collectively be referred to as “Party” or “Parties”).

WHEREAS, in June 2021, the State solicited interest in providing on-call Mechanical Engineering Services. Seventeen (17) firms submitted letters of interest and were considered for this assignment. The firms were then evaluated based on years of experience, experience on relative projects and past experience with the State, if any. Eight (8) of the firms were sent a Request for Technical Proposal which were rated on comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and team, and overall suitability for the assignment. The State entered into Statewide Mechanical Engineering agreements with the six (6) highest rated firms, the Consultant being one of the six (6) firms.

WHEREAS, the on-call Mechanical Engineering Services agreement has a not-to-exceed amount of \$500,000 and expiration date of June 30, 2025.

WHEREAS, on February 16, 2022, New Hampshire Governor and Council approved the on-call Mechanical Engineering Services agreement with the Consultant (“Agreement”).

WHEREAS, under the Agreement, the Consultant has been hired to work on ten (10) projects for the State under the Agreement, the total fees of which have reached the not-to-exceed amount of \$500,000.

WHEREAS, the Consultant’s continued professional services are required to complete the design and construction administration of the ARPA Legislative Office Building HVAC Upgrades, Division of Public Works Project #81336R-A.

WHEREAS, the Consultant’s continued professional services are required to complete work on other ongoing or new projects as the need arises. The Parties desire to increase the not-to-exceed limit by four hundred thousand dollars (\$400,000) to achieve this additional work.

WHEREAS, PART 8 of the Agreement stipulates the Agreement can only be extended or amended in any way with the approval of the Governor and Council.

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

1. Amend PART 8, Paragraph 2, from “The amount of services shall not exceed \$500,000 during the life of the AGREEMENT” to read “The amount of services shall not exceed \$900,000 during the life of the AGREEMENT.”

2. Except to the extent specifically set forth herein, this Amendment does not alter the terms of the Agreement. All terms of the Agreement remain in full force and effect.
3. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Agreement.
4. This Amendment and all obligations of the Parties are contingent upon appropriate State approval.

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

CONSULTANT
Harriman Associates, d/b/a Harriman Associates, Inc.

By: David W. Story Date: 11/27/23
Name: David W Story
Title: Principal

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: Charlie M. Arlinghaus Date: 11/27/23
Name: Charlie M. Arlinghaus
Title: Commissioner

The foregoing Amendment, having been reviewed by this office, is approved as to form and execution on December 8, 2023.

OFFICE OF THE ATTORNEY GENERAL

By: Christina W. A.
Assistant Attorney General

143 ML

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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



Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2069

November 22, 2021

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Public Works Design and Construction to enter into an agreement with Harriman Associates, d/b/a Harriman Associates, Inc. (Vendor Code 167611) 46 Harriman Drive, Auburn, ME., 04210 for Mechanical Engineering Services required for planning, design and construction of various Public Works' Projects as necessary and required by the Department. The contract is effective from the date of Governor and Council approval through June 30, 2025. The amount expended under this agreement shall not exceed \$500,000.00.

EXPLANATION

The Department proposes to retain the private consulting firm of Harriman Associates, d/b/a Harriman Associates, Inc. to expedite the current project workload and provide appropriate technical expertise as required for specific projects. This is one (1) of six (6) open-ended agreements for Mechanical Engineering Services that will be presented for approval. The agreement will enable the Department to respond quickly to unscheduled project requests and possible emergencies regarding mechanical 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.

This type of consulting agreement will be funded from the monies for each project. The majority of projects needing this type of mechanical consultant work are maintenance and capital funded projects.

This agreement is a proposed contract with the Mechanical Engineering Services firm selected to provide on-call Mechanical Engineering Services. It is anticipated that Mechanical Engineering Services can be handled by six (6) Mechanical firms through the contract period.

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. Consensus scoring was used in this selection process in order to assure that the perspective of each committee member received proper consideration during scoring deliberations. Each committee member, which included Theodore Kupper, Michelle Juliano, and David Goulet, brings different strengths and knowledge to the table. This allows thorough discussion and weighing of the different perspectives during the scoring process. This process also makes follow-up explanations to the unselected firms easier.

In June 2021, the Division of Public Works Design & Construction advertised in the Union Leader, the Division of Public Works Design & Construction website and email notification soliciting interest in providing on-call Mechanical Engineering Services Seventeen (17) consultant firms submitted letters of interest and were considered for this assignment. The firms were then 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 team, and overall suitability for the assignment.

Barton & Loguidice, LLC	Engineering, P. C. (RFS Engineering)
CHA	SMRT, Inc.
CSI Engineering, LLC	Stantec Consulting Services, Inc.
Dubois & King	STV
Fitzemeyer & Tocci Assoc., Inc.	The H. L. Turner Group
Harriman Associates	Weston & Sampson
McFarland Johnson	WV Engineering Associates
NV5	Yeaton Associates, Inc.
Oak Point Associates	

These firms were evaluated based on years of experience, experience on relative projects and past experience with the Division of Public Works, if any. The eight (8) rated firms listed below, were sent a Request for Technical Proposals:

Barton & Loguidice, LLC	McFarland Johnson
CSI Engineering, LLC	NV5
Dubois & King	SMRT, Inc.
Harriman Associates	Weston & Sampson

It is now the Department's intent to enter into Statewide Consultant Service Agreements with the six (6) highest rated firms as their legal documentation and Certificate of Insurance become available.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
November 22, 2021
Page 3 of 3

Barton & Louguidice, LLC
Dubois & King
Harriman Associates

McFarland Johnson
NV5
SMRT, Inc.

A copy of Harriman Associates, d/b/a Harriman Associates, Inc's Statement of Qualifications is provided, herewith, for your information and convenience.

The subject agreement has been approved by the Attorney General as to form and execution. 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 & Construction.

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner

CMA/mak

Attachments

cc: Theodore Kupper, P. E.,
Administrator

Interview/Selection date: 3-Sep-21

COMMITTEE PROPOSAL RATING FOR
MECHANICAL STATEWIDE

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	
Barton & Loguidice							64.0	<----- Highest Rating
Ted Kupper	4	4	4	4	4	20		
Michelle Juliano	4	4	4	4	4	20		
Dave Goulet	5	5	4	5	5	24		
						0		
CSI Engineering							42.0	
Ted Kupper	3	3	3	3	3	15		
Michelle Juliano	3	4	3	3	3	16		
Dave Goulet	2	3	2	2	2	11		
						0		
DuBois & King							70.0	<----- Highest Rating
Ted Kupper	5	4	4	5	5	23		
Michelle Juliano	5	5	5	5	5	25		
Dave Goulet	4	4	4	5	5	22		
						0		
Harriman							68.0	<----- Highest Rating
Ted Kupper	4	4	5	5	4	22		
Michelle Juliano	5	5	5	5	5	25		
Dave Goulet	4	4	5	4	4	21		
						0		
McFarland Johnson							74.0	<----- Highest Rating
Ted Kupper	5	4	5	5	5	24		
Michelle Juliano	5	5	5	5	5	25		
Dave Goulet	5	5	5	5	5	25		
						0		
NV5							61.0	<----- Highest Rating
Ted Kupper	4	4	5	4	4	21		
Michelle Juliano	4	4	4	4	4	20		
Dave Goulet	4	4	4	4	4	20		
						0		
SMRT							68.0	<----- Highest Rating
Ted Kupper	5	4	5	4	5	23		
Michelle Juliano	5	5	5	5	5	25		
Dave Goulet	4	4	4	4	4	20		
						0		
Weston & Sampson	DID NOT RESPOND TO REQUEST FOR PROPOSAL						0.0	
Ted Kupper						0		
Michelle Juliano						0		
Dave Goulet						0		
						0		

Explanation of Statewide Consultant Committee Selection

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

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

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

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

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

CERTIFICATE OF CORPORATE AUTHORITY

At a meeting of the Board of Directors of: Harriman Associates, Held on: June 21, 2021, at 46 Harriman Drive, Auburn, Maine 04210 at which a quorum was present, it was VOTED, That: David W. Story is a Principal and is hereby authorized to execute contracts and bonds in the name of and on behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such authority under seal of this company shall be valid and binding upon this company.

A True Copy,

Attest: 
Signature

Mark D. Lee, Principal, CEO
Name and Title

Harriman Associates
Place of Business

I, Leonard A. Lamoreau, hereby certify that I am the clerk/secretary of: Harriman Associates and that: David W. Story is the duly authorized persons of said company, and that the above vote has not been amended or rescinded and that said vote remains in full force as of this date below.


Clerk/Secretary

October 26, 2021
Date

CORPORATE SEAL:



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 HARRIMAN ASSOCIATES is a Maine Profit Corporation registered to do business in New Hampshire as HARRIMAN ASSOCIATES, INC. on December 20, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 1730

Certificate Number: 0005347033



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2021.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



HARRASS-02

AJACKSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2022

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.

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PRODUCER Varney Agency-Scarborough 383 US Route 1 Suite 1E; Box 5 Scarborough, ME 04074	CONTACT NAME: PHONE (AC, No, Ext): (207) 883-8229 FAX (AC, No): (207) 883-4752	
	INSURER(S) AFFORDING COVERAGE	
INSURED Harriman Associates Inc 48 Harriman Drive Auburn, ME 04210	INSURER A: Manover Insurance Company NAIC # 22292	
	INSURER B: Maine Employers Mutual NAIC # 11149	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OBJECT <input type="checkbox"/> LOC OTHER:		OBPA538682	2/1/2022	2/1/2023	EACH OCCURRENCE: \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$ 300,000 MED EXP (Any one person): \$ 10,000 PERSONAL & ADY INJURY: \$ 2,000,000 GENERAL AGGREGATE: \$ 4,000,000 PRODUCTS - COMP/OP AGG: \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		OBPA538692	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Per accident): \$ 2,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
A	UMBRELLA LIAB: <input checked="" type="checkbox"/> OCCUR EXCESS LIAB: <input type="checkbox"/> CLAIMS-MADE DED: RETENTIONS:		OBPA538692	2/1/2022	2/1/2023	EACH OCCURRENCE: \$ 5,000,000 AGGREGATE: \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	5101800100	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Engineering Statewide Agreement exp. June 30, 2025
State of NH is provided additional insured when required by written contract.
3A. Workers Compensation States - ME, MA, NH

CERTIFICATE HOLDER State of NH Department of Administrative Services PO Box 483 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>Amanda Jackson</i>
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Required Contract¹ Terms for Programs Funded by ARPA SFRF

Pertaining to Design Professional Services:

Introduction to the Contract Checklist

All contracts for the procurement of goods and services that are funded using American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund (ARPA SLFRF) dollars must meet certain requirements prescribed by the federal government. These requirements are detailed in the New Hampshire ARPA SLFRF award agreement and the Uniform Guidance (2 CFR 200). **This is not an exhaustive list of all possible federal contracting requirements that might apply to an ARPA SLFRF program and is not inclusive of State contracting requirements that apply generally.** Further, this list applies only to ARPA SLFRF and is not reliable for any other federally funded program.

This contract checklist is intended to support state agencies procuring contracts with ARPA SFRF funds in drafting contract language that is compliant with the applicable rules and regulations for the federal grant award. Not all requirements contained herein are applicable to all projects, however, it is recommended that those requirements that are applicable are called out explicitly in any contract terms.

This checklist is broken up into the sections outlined below. All requirements up to the value of the contract procured will apply to a given contract. For example, if a procured contract value is \$110,000, the contract terms for ALL contracts, contracts greater than \$10,000, \$25,000 and \$100,000 are applicable.

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II. Contract Provisions for Contracts >\$10,000.....	8
III. Contract Provisions for Contracts >\$25,000.....	8
IV. Contract Provisions for Contracts >\$100,000	9
V. Contract Provisions for Contracts >\$150,000	9
VI. Contract Provisions for Contracts >\$250,000	10

Note that the following commonly required federal rules and regulations are explicitly **NOT** applicable to SFRF grant awards and therefore do not need to be included.

- (1) Buy America Act** (SLFRF Final Rule FAQ 6.18)
- (2) National Environmental Policy Act** (NEPA) (SLFRF Final Rule FAQ 6.3)

¹ This guidance pertains to contracts as defined by 2 CFR 200.1: "Contract means, for the purposes of federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award."

(3) Davis-Bacon Act (SLFRF Final Rule FAQ 6.15) (See below)

The Davis-Bacon Act does not apply to SLFRF in general. However, for:

- Infrastructure projects (EC 5.1 – 5.21) with adopted budgets over \$10,000,000 (\$10 Million)
- Projects in EC 1.1 through EC 3.5 with capital expenditures over \$10,000,000 (\$10 Million)

Recipients must provide additional information regarding wages and labor standards. The specific information required is detailed in *Treasury's SLFRF Compliance and Reporting Guidance (3)(k)(1)* at page 31:

- a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
- The number of employees of contractors and sub-contractors working on the project;
 - The number of employees on the project hired directly and hired through a third party;
 - The wages and benefits of workers on the project by classification; and
 - Whether those wages are at rates less than those prevailing.

Recipients must maintain sufficient records to substantiate this information upon request.

- b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
- How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
 - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
 - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - Whether the project has completed a project labor agreement.
- c. Whether the project prioritizes local hires.
- d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

Required Contract Terms for Programs Funded by ARPA SFRF (updated 04/10/2023)

If you have any questions about whether or not your SFRF-funded contract is compliant, please do not hesitate to contact GOFERR or your agency's Guidehouse point of contact.

Required Contract Terms for Programs Funded by ARPA SFRF (updated 04/10/2023)

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	Explanation
<input type="checkbox"/>	General compliance with all applicable state and federal rules and regulations	Refer to PART 4 CONSULTANT'S BASIC SERVICES, paragraph C
<input type="checkbox"/>	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 C.F.R. Part 200	The Contractor agrees to comply with all requirements applicable to contracts issued under the federal grant award as set forth by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as the federal administrative authority (Treasury) may determine are inapplicable to this award or the extent to which the award may be subject to such exceptions.
<input type="checkbox"/>	Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms 2 CFR 200.321	<p>(a) The Contractor must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises. 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6. Requiring subcontractors to take the affirmative steps listed in paragraphs (b)(1) through (5) above.

Required Contract Terms for Programs Funded by ARPA SFRF (updated 04/10/2023)

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	Explanation
<input type="checkbox"/>	Domestic Preference for Procurement 2 CFR 200.322	The Contractor shall, to the greatest extent practicable and as applicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as prescribed by 2 CFR 200.322. For the purposes of this requirement, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
<input type="checkbox"/>	Procurement of Recovered Materials 2 CFR 200.323	The Contractor agrees to comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as prescribed by 2 CFR 200.323, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
<input type="checkbox"/>	Prohibition on Certain Telecommunications and Video Surveillance Equipment 2 CFR 200.216	The Contractor shall adhere to the requirements of 2 CFR 200.216 regarding certain telecommunications and video surveillance equipment. The Contractor is prohibited from procuring, obtaining, or extending, renewing, or entering into a contract that involves equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Required Contract Terms for Programs Funded by ARPA SFRF (updated 04/10/2023)

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	Explanation
<input type="checkbox"/>	<p>Universal Identifier and System for Award Management (SAM) <u>Project and Expenditure Report User Guide</u>, p.4, April, 2023.</p> <p><i>It is the responsibility of the agency administering the contract to ensure that any contractor receiving federal funds is registered in SAM.gov and has a UEI prior to entering into an award agreement.</i></p>	<p>The Contractor agrees to maintain active registration in the System for Award Management (SAM) throughout the term of this contract, and to provide evidence of active registration and assignment of a Universal Entity Identifier (UEI) to the State as requested.</p>
<input type="checkbox"/>	<p>Prohibition on Discrimination on the Basis of Race, Color, and National Origin Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), 31 C.F.R. Part 22</p>	<p>Per Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), contractors are prohibited from discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.</p>
<input type="checkbox"/>	<p>Prohibition on Discrimination against Persons with Disabilities Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)</p>	<p>Contractors shall not discriminate against individuals with disabilities and shall provide goods and services in a manner that is accessible to and usable by individuals with disabilities, in compliance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and its implementing regulations, and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)</p>
<input type="checkbox"/>	<p>Protections for Whistleblowers 41 U.S.C. § 4712</p>	<p>In accordance with 41 USC 4712, an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or entity listed below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to</p>

Required Contract Terms for Programs Funded by ARPA SFRF (updated 04/10/2023)

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	Explanation
		<p>a federal contract or grant, a substantial or specific danger to public health or safety, or a violation of law, rule, or other regulation related to a federal contract (including the competition or negotiation of a contract) or grant.</p> <p>The list of persons and entities referenced in the paragraph above includes the following: A member of Congress or a representative of a committee of Congress; An Inspector General; The Government Accountability Office; A Treasury employee responsible for contract or grant oversight or management; An authorized official of the US Department of Justice or other law enforcement agency; A court or grand jury; or A management official or employee of the State, subrecipient, contractor, subcontractor who has the responsibility to investigate, discover, or address misconduct.</p> <p>The Contractor and all subcontractors shall inform their employees in writing of the rights and remedies provided in 41 USC 4712 in the predominant native language of the workforce.</p>
<input type="checkbox"/>	Generally Applicable Environmental Laws and Regulations	<p>The Contractor must comply with all generally applicable environmental laws and regulations unless explicitly exempt under the U.S. Department of Treasury’s SLFRF Final Rule, supplemental guidance, or the terms and conditions of this agreement or the prime agreement between Treasury and the State.</p> <p>The Contractor will include this clause in all subcontracts and will ensure subcontractor compliance with these terms.</p>
<input type="checkbox"/>	Increasing Seat Belt Use in the United States Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)	The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Required Contract Terms for Programs Funded by ARPA SFRF (updated 04/10/2023)

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	Explanation
<input type="checkbox"/>	Reducing Text Messaging While Driving Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)	The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

II. Contract Provisions for Contracts >\$10,000		
	Required Contract Provision	Explanation
<input type="checkbox"/>	Termination For Cause and For Convenience	See PART 7 TERMINATION OF AGREEMENT.

III. Contract Provisions for Contracts >\$25,000		
	Required Contract Provision	Explanation
<input type="checkbox"/>	Debarment and Suspension 2 CFR 180.220, Executive Orders 12549 and 12689 <i>It is the responsibility of the agency administering the contract to perform a debarment and suspension check on all potential contractors prior to the execution of any contract or agreement.</i>	In accordance with 2 CFR 180.220, to the best of the Contractor's knowledge, the Contractor is not debarred, suspended, excluded, disqualified, or otherwise ineligible from participations in covered transactions as defined by 2 CFR 180. Should the Contractor become debarred, suspended, excluded, disqualified, or otherwise ineligible at any point during their contract term, the Contractor is responsible for notifying the State.

Required Contract Terms for Programs Funded by ARPA SFRF (updated 04/10/2023)

IV. Contract Provisions for Contracts >\$100,000		
	Required Contract Provision	Explanation
<input type="checkbox"/>	<p>Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, 31 CFR Part 21</p>	<p>Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (Appendix I.A). Each tier certifies to the tier about that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1253. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.</p> <p>Contractors shall comply with the provisions of 31 C.F.R. Part 21, which governs the lobbying activities of recipients of federal contracts, grants, and loans. Contractors shall disclose all lobbying activities related to the award of the contract and shall ensure that any subcontractors also comply with the regulation's requirements.</p>

V. Contract Provisions for Contracts >\$150,000		
	Required Contract Provision	Explanation
<input type="checkbox"/>	<p>Clear Air Act and Federal Water Pollution Control Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended</p>	<p>The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and to take any necessary actions to ensure compliance. The Contractor shall promptly notify the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) of any violation of these standards, orders, or regulations.</p>

Required Contract Terms for Programs Funded by ARPA SFRF (updated 04/10/2023)

VI. Contract Provisions for Contracts >\$250,000		
	Required Contract Provision	Explanation
<input type="checkbox"/>	Administrative, Contractual, or Legal Remedies to Contract Violations 41 U.S.C. 1908	<i>[These terms are contained in the general provisions of Form P37. If your agency is NOT using the P37, contact GOFERR for guidance on which specific provisions must be incorporated into your contracts]</i>

APPENDIX I: Certification Regarding Lobbying

CONTRACT AGREEMENT EXHIBIT _____ Lobbying

The Contractor identified in Section 1.3² of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Program: Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") established by the American Rescue Plan Act of 2021 ("ARPA")

Contract Period: 2024-2025

The undersigned certifies, to the best of his or her knowledge and belief, that:

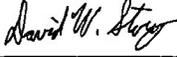
- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with:
 - a. the awarding of any federal contract.
 - b. the making of any federal grant.
 - c. the making of any federal loan.
 - d. the entering into of any cooperative agreement.
 - e. the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-contracts subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

² If not using a standard P37 contract form, substitute the section that identifies the contractor in your contract.

Required Contract Terms for Programs Funded by ARPA SFRF (updated 04/10/2023)

entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	Principal
Grantee Representative Signature	Grantee's Representative Title
David W Story	11/27/2023
Grantee Name	Date