

130 max



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 3, 2024

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

REQUESTED ACTION

1) Authorize the Division of Public Works Design and Construction to enter into a **Sole Source** amendment to an existing contract with Smith, Alvarez, Sienkiewicz Architects, P.C., (VC#260846), Burlington, Vermont, by increasing the price limitation by \$367,210 from \$1,481,375 for a total price not to exceed \$1,848,585 for Project No. 81145R, Contract A, Littleton Field Maintenance Shop (FMS), Littleton, New Hampshire. This contract is effective upon Governor and Council approval through the completion of the construction administrative phase, estimated to be December 31, 2025, unless extended in accordance with the contract terms. The original contract was approved by Governor and Council on September 15, 2021, Item #86. **100% Federal Funds.**

2) Further authorize the amount of \$23,000 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC#311152), for engineering services provided, bringing the total to \$390,210. **100% Federal Funds.**

Funding is available in account titled Department of Military Affairs and Veterans Services, unless otherwise noted (*Pending availability of Federal Funds)

FY 2024

030-012-71650000 19-146:1IC - Military Const

034-500161 – New Construction – Construction – Type A & B services	\$ 229,320
034-500161 – New Construction – Construction – Type C services*	\$ 137,890
Contract Total	\$ 367,210
034-500161 – New Construction - DPW Fees	\$ 23,000
Project Total	\$ 390,210

EXPLANATION

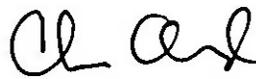
This contract amendment is listed as a **Sole Source** because the increase in the original contract price limitation is greater 10%. The purpose of this contract amendment is to change the building addition to a stand-alone structure and add another stand-alone structure for storage.

Per Chapter 146:1, I, C Laws of 2019, Minor Military Construction Statewide, funds are made available to design and construct various improvement projects at 100% federally reimbursed project locations statewide. This is a contract amendment for professional engineering and architectural services to design a new stand-alone 26,668 SF National Guard Field Maintenance Shop (FMS), a new detached 5,050 SF storage structure, and raze one existing structure.

The Littleton Field Maintenance Shop (FMS) original program was based on an addition to, and renovation of, the existing structure. The original program included a 28,642 SF proposed addition and renovations to 3,186 SF of the existing structure, for a total of 31,828 SF. During the design phase, the National Guard, with the US Department of Defense support, revised the building program to change the building addition to a stand-alone structure and add another stand-alone structure for storage. The new program increased the scope of work and square foot requirements. New design now includes a stand-alone 26,668 SF FMS structure, 5,050 SF detached storage structure, and raze one existing structure. The new site design will include clearing of existing tree area, new secondary drive entrance, underground storm drainage system, underground electrical, geothermal system, new parking, and aprons at garage doors. The new construction budget of \$20,761,000 was revised from the original budget of \$13,400,000.

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

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner

Original contract:	\$ 1,481,375
Amendment:	<u>\$ 367,210</u>
New Contract Total:	\$ 1,848,585

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT TO THE CONTRACT ("Amendment") is entered into this ^{23rd} day of April, 2024, by and between the State of New Hampshire, acting by and through the Commissioner, Department of Administrative Services (hereinafter "State," "Commissioner," "Department" respectively) and Smith Alvarez Sienkiewicz Architects. (hereinafter "Consultant") (the State and the Consultant may hereinafter singularly and/or collectively be referred to as "Party" or "Parties").

WHEREAS, in August 2020, the State solicited interest in providing professional design and construction administration services of the Littleton Field Maintenance Shop. Twelve (12) 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. Three (3) 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 an agreement with the highest rated firm, Smith Alvarez Sienkiewicz Architects.

WHEREAS, on September 15, 2021, New Hampshire Governor and Council approved the professional services agreement ("Agreement") with the Consultant.

WHEREAS, the Consultant has been hired to work on the Littleton Field Maintenance Shop for the State under the Agreement, the total fees of which have reached the not-to-exceed amount of \$1,481,375.

WHEREAS, the Agreement was based on the scope of an addition to, and renovation of, the existing structure. The original program included a 28,642 SF proposed addition and renovations to 3,186 SF of the existing structure, for a total of 31,828 SF.

WHEREAS, the Consultant shall deliver the Construction Documents to the Department on or before September 1, 2022.

WHEREAS, The scope required to complete the design and construction administration of the Littleton Field Maintenance Shop is now based on a revised building program to change the building addition to a stand-alone structure and to add another stand-alone structure for storage. The new program increased the scope of work and square foot requirements. The new design now includes a stand-alone 26,668 SF Field Maintenance Shop structure, 5,050 SF detached storage structure, and raze one existing structure. The new site design will include clearing an existing tree area, new secondary drive entrance, underground storm drainage system, underground electrical, geothermal system, new parking, and aprons at garage doors. The construction budget was revised from \$13,400,000 to \$20,761,000.

WHEREAS, the Consultant's continued professional services are required to complete the design and construction administration of the Littleton Field Maintenance Shop, Division of Public Works Project #81145R-A.

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.

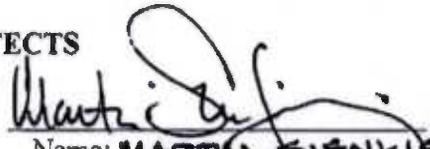
NOW THEREFORE, the Parties mutually agree to amend the Agreement, as follows:

1. Amend the not-to-exceed fee of \$1,481,375 to \$1,848,585 as full compensation for the combined total cost of all work, expenses and profit.
2. Amend PART 5, Item 1, the Consultant shall deliver the Construction Documents to the Department on or before September 20, 2024.
3. Except to the extent specifically set forth herein, this Amendment does not alter the terms of the Contract. All terms of the Contract remain in full force and effect.
4. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Contract.
5. 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.

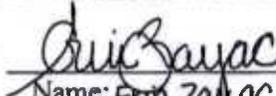
**CONSULTANT:
SMITH ALVAREZ SIENKIEWYCZ ARCHITECTS**

DATED: APRIL 23, 2024

BY: 
Name: MARTIN SIENKIEWYCZ
Title: VICE PRESIDENT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES:**

DATED: April 25, 2024

BY: 
Name: Erin Zayac
Title: Administrator

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

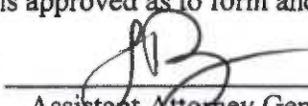
DATED: April 25, 2024

BY: 
Name: Charlie M. Arlinghaus
Title: Commissioner

ATTORNEY GENERAL:

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

DATED: May 16, 2024

BY: 
Assistant Attorney General

SECRETARY OF STATE:

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

DATED: _____

BY: _____
Secretary of State

SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C.

**Unanimous Written Consent of Shareholders
To Action in Lieu of Special Meeting**

The undersigned, being the duly authorized and registered holders of all of the issues and outstanding shares of voting stock of Smith, Alvarez, Sienkiewicz Architects, P.C., a professional corporation organized and existing under the laws of the State of Vermont (the "Corporation"), do hereby, individually and collectively, consent that the following actions be taken as and for actions of the Corporation and its shareholders in lieu of a special meeting as authorized and permitted under Section 11A V.S.A. '7.04(a):

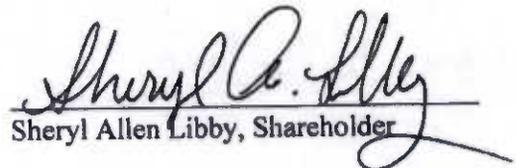
RESOLVED, that Martin Val Sienkiewicz, Vice President of the Corporation, is hereby authorized to sign and execute any and all contracts and agreements between the Corporation and the State of New Hampshire Department of Administrative Services - Division of Public Works Design & Construction, of Concord, New Hampshire relating to an agreement or agreements to perform architectural services.

Under the provisions of Vermont's Business Corporation Act, the within Unanimous Consent has all the legal effect of a vote taken at a duly warned and noticed meeting of the shareholders and may be described as a meeting, meeting vote or vote of the shareholders in any document.

Dated:

APRIL 16, 2024

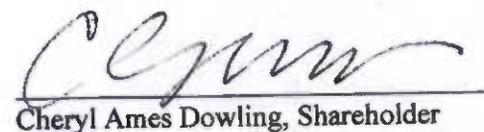

Stephen Harrison Smith, III, Shareholder

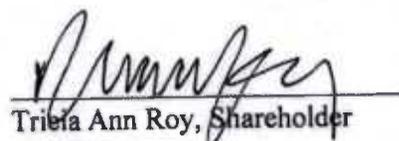

Sheryl Allen Libby, Shareholder


Brenda Temple Alvarez, Shareholder


Stephanie Joyce Lynch, Shareholder


Martin Val Sienkiewicz, Shareholder


Cheryl Ames Dowling, Shareholder


Trieta Ann Roy, Shareholder


Owen Brandon Smith, Shareholder

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 SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C. is a Vermont Professional Profit Corporation registered to transact business in New Hampshire on April 14, 2015. 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: 724371

Certificate Number: 0006677339



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2024.

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2023

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 Brown & Brown of Massachusetts, LLC 107 Audubon Rd Wakefield MA 01880	CONTACT NAME: House Account
	PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5483 E-MAIL ADDRESS:
INSURED Smith Alvarez Sienkiewicz Arch 117 St. Paul Street, 3rd Floor Burlington VT 05401	INSURER(S) AFFORDING COVERAGE
	INSURER A: XL Specialty Insurance Company NAIC # 37885
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2024 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
	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"/> PRO-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 - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Arch/Eng Prof Liability including Pollution			DPR5021778	01/21/2024	01/21/2025	Per Claim 2,000,000 Aggregate 2,000,000

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

Project: 811145R-A
Deductible per claim is \$35,000

CERTIFICATE HOLDER State of New Hampshire, Statewide Architecture Services Dept of Administrative Service 25 Capital Street, Room 100 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Michelle L. Juliano
9/14/23

SMITH | ALVAREZ | SIENKIEWYCZ ARCHITECTS

January 26, 2023 (Revised May 18, 2023)

State of New Hampshire
Division of Public Works
Design & Construction
PO Box 483, 7 Hazen Drive, Room 250
Concord, NH 03302-0483

Attn: Gary Brown

Re: Architectural/Engineering Increased Scope Fee Proposal
Littleton NHARNG Field Maintenance Shop

Dear Gary:

We are pleased to submit this proposal for architectural and engineering services to address the scope increase for the Littleton Field Maintenance Shop (FMS).

The Littleton Field Maintenance Shop original 1390/91 (Building Program), dated March 13, 2018, was based on a 21,031 SF addition to the existing 3,186 SF FMS. However, during design we were instructed to design a new stand-alone facility. Since then, a revised approved 1390/91 dated September 27, 2022, has been issued. The new stand-alone facility includes three Maintenance Work Bays, one Warm-up Bay, one Wash Bay, Storage, Supply/Tools and Parts room, Classroom, Offices, Bathroom and Locker Room facilities, support spaces, and all associated site work to support drive through Bay areas and large vehicle maneuvering. The Bay areas of the building include natural daylighting through clerestory windows.

Project scope change includes the following:

	Original Scope (Addition/Renovation)	Revised Scope (New Construction)
Maintenance Shop Gross Area:	24,217 SF	26,468 SF
Construction Budget:	\$12,277,000	\$20,761,000

The budget increase represents; 1) the scope adjustment from an addition to the existing FMS to a new stand-alone facility, 2) a budget correction that addresses a deficiency in the original construction budget, and 3) accounts for inflation. The intent of this proposal is to adjust fees to address the increase in project scope and budget correction. We understand that the rapid rate of inflation brought on by the pandemic does not constitute scope change. Please Note:

1. Our fee is based on the revised construction budget of \$20,761,000. For purposes of this proposal, we have estimated (based on a cost estimate prepared by a professional cost estimator for the Type A Submittal) that the added scope portion of the budget increase is \$16,155,874.
2. All services are as proposed in our original proposal to you dated December 4, 2020, and revised December 16, 2020.

QTB 5/24/2023
PROJ. NO. 81145
INCREASE
Type B: \$209,320
Type C: \$137,890
GEOTHERM. TEST BORES = \$20,000
TOTAL = \$367,210.00
TYPE C FEES PENDING
AVAILABILITY OF FEDERAL FUNDING.
TYPE B TOTAL
\$229,320.00

Proposal - Gary Brown
Littleton, NH Field Maintenance Shop - Scope Increase
January 26, 2023 (REV May 18, 2023) - Page 2

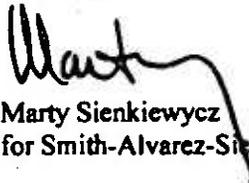
3. The following Fee Summary includes all reimbursable expenses.

	<u>A</u>	<u>B</u>	<u>C</u>	<u>TOTAL</u>
PN 81145 Contract A (Original Fee):	\$ 347,500	695,000	438,875	\$ 1,481,375
Proposed Additional Fee:	0	209,320	137,890	347,210
Geothermal Test Bore:	<u>20,000</u> (1)	<u>0</u>	<u>0</u>	<u>20,000</u>
TOTAL PROPOSED FEE:	\$ 367,500	904,320	576,765	\$ 1,848,585

(1) Our redesign proposal dated May 4, 2022 (Revised 5/11/22) deleted the geothermal test bore which is now part of the project again.

Please call with any questions or if we can provide further information. We appreciate the opportunity and look forward to working with you.

Sincerely,



Marty Sienkiewicz
for Smith-Alvarez-Sienkiewicz Architects

MS/mb

Attachments



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301

AUG 31 '21 AM 11:08 AM

86 mlc

9-15-21

Charles M. Arlinghaus
Commissioner
(603) 271-3201

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

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

Division of Public Works
Design and Construction
Project No. 81145- Contract A

August 1, 2021

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

REQUESTED ACTION

- 1). Authorize the Division of Public Works Design and Construction to enter into a contract with Smith Alvarez Sienkiewicz Architects (VC#260846) Burlington, Vermont for a total price not to exceed \$1,481,375 for the Littleton Field Maintenance Shop (FMS), Littleton, New Hampshire. This contract is effective upon Governor and Council approval through the completion of construction administration services, estimated to be December 1, 2023, unless extended in accordance with the contract terms. **100% Capital Funds.**
- 2). Further authorize that a contingency in the amount of \$4,674 be approved for unanticipated expenses related to design Type A and B services and an additional \$1,856 for expenses related to Type C services for the Littleton Field Maintenance Shop, Littleton, NH, bringing the total to \$1,487,905. **100% Capital Funds**
- 3). Further authorize the amount of \$46,938 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC# 311152), for engineering services provided, bringing the total to \$1,534,843. **100% Capital Funds.**

Funding is available in an account titled Department of Military Affairs and Veterans Services titled 02-12-12-120030-71650000 Military Construction as follows:

Class - Account	DPW Description of Expense	\$FY22
034- 500152 – Design/Study Consultant	Type A & B Services	\$1,042,500
034- 500152 – Design/Study Consultant	Type C Services	\$438,875
** subject to availability of Federal funds		
034- 500152 – Contingency	Type A & B Services	\$4,674
** subject to availability of Federal funds		
034- 500152 – Contingency	Type C Services	\$1,856
** subject to availability of Federal funds		
034- 500152 – Interagency DPW Fees		\$46,938
	Grand Total	\$1,534,843

EXPLANATION

Per Chapter 146:1, IC Laws of 2019 Minor Military Construction Statewide. This contract is for professional engineering and architectural services to design a new stand-alone 31,826 S.F. National Guard Field Maintenance Shop (FMS), renovate the existing 6,926 S.F. maintenance shop, and raze two existing storage sheds. General site improvements will also be included in this project. The new building will be located on State property, an approximately 17-acre parcel, which also includes a Readiness Center and Controlled Humidity and Preservation (CHP) building, both of which are eligible for the National Register of Historic Places. The existing FMS and two (2) storage sheds are also located on this property. The proposed FMS will include three (3) general purpose work bays, one (1) wash bay plus support and administrative office space. The new building will be designed to meet the Leadership in Energy and Environmental Design (LEED) Silver certification standard. Minor renovations to the existing FMS will convert the building space from vehicle maintenance to general storage. The existing facility was constructed in 1979 and fails to meet mission requirements due to its limited size and configuration. The current facility has only 26% of the space required, a deficiency of over 19,000 S.F. The work bays are too small and egress space does not meet Life Safety code. The existing shop is not capable of maintaining the size and type of the National Guard unit's equipment in a safe and secure environment, jeopardizing the mission, lives and equipment. Training opportunities will be lost and preventative equipment maintenance delayed.

On August 7, 2020, the Division of Public Works Design & Construction solicited Registered Architects and Engineers, by public announcement in the State, for interest in providing professional services for the design and construction administration of the Littleton Field Maintenance Shop.

Twelve (12) consultant firms submitted letters of interest and qualifications and were considered for this assignment. These consultant firms were evaluated based on their submitted qualifications, including applicable experience of the firms and team members. Ultimately, a short list of three (3) firms was developed and these firms were requested to submit a technical proposal and attend an interview with the Consultant Selection Committee.

Interviews were held with the following three (3) Consultant firms on October 23, 2020.

Smith Alvarez Sienkiewicz Architects Burlington VT	WBRC Architects Engineers Portland ME
The H.L. Turner Group, Inc Concord NH	

The three (3) firms were rated on the basis of: comprehension of the assignment; clarity of the proposal; capacity to perform in a timely manner; quality and similar experience of the project manager and the team; and overall suitability for the assignment. Based on their technical proposal and interview, the firm of Smith Alvarez Sienkiewicz Architects was chosen as the best qualified for the project. The Consultant Selection Committee included representatives from both the Department of Military Affairs and Veterans Services and the Division of Public Works Design and Construction. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience.

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

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

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

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner

CONTRACT SUPPLEMENTAL INFORMATION SHEET

PROJECT: DPW Project No. 81145R, Contract A - Littleton FMS, Littleton NH.

DEPARTMENT: Military Affairs and Veterans Services

DESCRIPTION: This contract is for professional engineering and architectural services to design a new stand-alone 31,826 S.F. National Guard Field Maintenance Shop (FMS), renovate the existing 6,926 S.F. maintenance shop, and raze two existing storage sheds. General site improvements will also be included in this project. The new building will be located on State property, an approximately 17-acre parcel, which also includes a Readiness Center and Controlled Humidity and Preservation (CHP) building, both of which are eligible for the National Register of Historic Places. The existing Field Maintenance Shop and two (2) storage sheds are also located on this property.

The proposed FMS will include three (3) general purpose work bays, one (1) wash bay plus support and administrative office space. The new building will be designed to meet the Leadership in Energy and Environmental Design (LEED) Silver certification standard. Minor renovations to the existing FMS will convert the building space from vehicle maintenance to general storage.

EXPLANATION: The existing facility was constructed in 1979 and fails to meet mission requirements due to its limited size and configuration. The current facility has only 26% of the space required, a deficiency of 19,379 SF. The work bays are too small and egress space does not meet Life Safety code. The existing shop is not capable of maintaining the size and type of the National Guard unit's equipment in a safe and secure environment, jeopardizing the mission, lives and equipment. Training opportunities will be lost and preventative equipment maintenance delayed.

Interview/Selection date: 10/23/2020

COMMITTEE PROPOSAL RATING FOR
LITTLETON FMS

Consultant Name	Clarity of Proposal	Proposed Methodology	Work History	Capacity to Perform in a Timely Manner	Quality and Experience of PM/Team	Overall Suitability for the Assignment	QA/QC	Total Score	Cumulative Score
THE TURNER GROUP									
<i>Ted Kupper</i>	8	11	9	9	15	14	4	70	337.0
<i>Michelle Juliano</i>	8	12	10	8	15	15	5	73	
<i>Gary Brown</i>	7	10	8	10	12	14	3	64	
<i>Paige Kamal</i>	5	10	11	10	13	14	4	67	
<i>Ben Stevens</i>	8	10	10	10	15	5	5	63	
SMITH ALVAREZ SIENKIEWYCZ									
<i>Ted Kupper</i>	9	15	14	13	20	19	5	95	473.0
<i>Michelle Juliano</i>	8	13	14	12	18	20	5	90	
<i>Gary Brown</i>	9	15	15	12	20	18	5	94	
<i>Paige Kamal</i>	9	14	15	14	19	20	5	96	
<i>Ben Stevens</i>	9	15	15	15	20	20	4	98	
WBRC ARCHITECTS ENGINEERS									
<i>Ted Kupper</i>	7	8	10	11	14	16	5	71	322.0
<i>Michelle Juliano</i>	6	5	10	10	15	15	5	66	
<i>Gary Brown</i>	8	10	10	8	10	18	3	67	
<i>Paige Kamal</i>	8	12	13	12	15	16	4	80	
<i>Ben Stevens</i>	5	5	5	5	5	10	3	38	

==== Highest Score

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 SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C. is a Vermont Professional Profit Corporation registered to transact business in New Hampshire on April 14, 2015. 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: 724371

Certificate Number: 0005344403



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



SMITALV-01

TAYLORQUINTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2021

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

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

PRODUCER NFP Property & Casualty Services, Inc. PO Box 2127 620 Hinesburg Road South Burlington, VT 05407	CONTACT Karra LaPointe	
	PHONE (AC, No, Ext): (617) 405-1547	FAX (AC, No):
INSURED Smith Alvarez Sienkiewicz Architects PC 117 St. Paul Street 3rd Floor Burlington, VT 05401	EMAIL Address: karra.lapointe@nfp.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Citizens Insurance Company of America	NAIC # 31534
	INSURER B: Allmerica Financial Alliance Insurance Company	10212
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	OBVD069029	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		OBVD069029	11/9/2020	11/9/2021	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 RETENTION \$		OBVD069029	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WKVD069078	11/9/2020	11/9/2021	<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
A	Professional Liab		OBVD069029	11/8/2020	11/9/2021	Limit \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Section 3A State: VT

Section 3C. All States Except ND, OH, WA, WY

Re: Littleton FMS Maintenance Shop DPW#81145A

The State, its agencies, and its agents and employees are named Additional Insured as respects to General Liability so long as a written contract or agreement to such exists with the named insured prior to a loss.

CERTIFICATE HOLDER State of NH Dept. of Administrative Services, Div. of Public Works, Design & Construction PO Box 483 7 Hazen Drive- Room 250 Concord, NH 03301-0483	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 



SMITH-1

OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2021

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

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PRODUCER Poole Professionals B&B - TM 107 Audubon Rd, 2-305 Westfield, MA 01080 Thomas M. Mulford	CONTACT Thomas M. Mulford PHONE (AG, No, Ext): _____ FAX (AG, No): _____ EMAIL: _____ ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company	NAIC #: 37885
INSURED Smith Alvarez Stenkiewicz Architects 117 St. Paul Street 3rd Floor Burlington, VT 05401	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
	INSURER F: _____	

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

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PER LTR	TYPE OF INSURANCE	ADOL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	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"/> PER: <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Per occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP 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 (Per accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below:					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
A	Arch/Eng Prof Liab Incl Pollution		DPR9970444	01/21/2021	01/21/2022	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Littleton FMS Maintenance Shop DPW#81145A

CERTIFICATE HOLDER STNHD-1 State of New Hampshire Dept of Admin Services Public Works Design Construct 7 Hazen Drive 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 
---	--

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 SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C. is a Vermont Professional Profit Corporation registered to transact business in New Hampshire on April 14, 2015. 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: 724371

Certificate Number: 0005344403



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



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

AGREEMENT
FOR
LITTLETON NHARNG FIELD MAINTENANCE SHOP
LITTLETON, NEW HAMPSHIRE
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S PROJECT NUMBER 81145
CONTRACT A

SMITH ALVAREZ SIENKIEWYCZ
117 SAINT PAUL STREET
BURLINGTON VT 05401

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated December 16 2020 from SMITH ALVAREZ SIENKIEWYCZ, 3 pages
2. Exhibit 'B': SMITH ALVAREZ SIENKIEWYCZ Wage Rates, 1 page.
3. Exhibit 'C': Quality Assurance/Quality Control Program dated December 19, 2019 from SMITH ALVAREZ SIENKIEWYCZ, 1 page.

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 81145, CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 12 day of May in the year 2021 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the ADJUTANT GENERAL OF THE DEPARTMENT OF MILITARY AFFAIRS AND VETERANS 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 SMITH ALVAREZ SIENKIEWYCZ, 117 SAINT PAUL STREET, BURLINGTON VT 05401, (Vendor Number 153153), hereinafter referred to as the CONSULTANT, witnesses that:

WHEREAS, the 2019 Regular Session of the General Court of the STATE appropriated funds for the design and construction of the LITTLETON FIELD MAINTENANCE SHOP, LITTLETON, NH ~~RENOVATION, STATE OF NH MENS PRISON, CONCORD NH Chapter 19-146:11C, Laws of 2019~~

MS/SABX/CM/TECS (H)
8-23-21
[Signature]

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 FOUR HUNDRED EIGHTY ONE THOUSAND THREE HUNDRED SEVENTY FIVE. 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:

Design Services to include: Pre-design & Schematic Report Design, Design Development, Develop phasing and construction plans as needed, Construction Documents, Cost Control, Bidding Documents, Construction Administration and Cost estimating.

Any Change in Scope of Services, SMITH ALVAREZ SIENKIEWYCZ, will prepare an itemized cost proposal, which must be pre-approved prior to commencing with increase scope of work.

PART I EE:

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 \$60 per hour for the life of the AGREEMENT.
 - B. Contract Labor Rate. The Contract Labor Rate is the sum of the Direct Labor Rate and the Overhead and Burden.
 - C. Fixed Fee. A Fixed Fee for profit and non-reimbursed costs shall be a negotiated amount based upon the estimated risk to be borne by the CONSULTANT. The maximum Fixed Fee shall be 12% of Contract Labor Rate.
3. Payment will be calculated as follows:
$$\text{Contract Labor Rate (\$/hr)} + \text{Fixed Fee [12\% maximum] (\$/hr)} = \text{Total Hourly Wage per employee.}$$
4. Payments on the account of the CONSULTANT'S basic services shall be made in proportion to the services performed so that compensation at the completion of each phase shall equal the following percentages of the total basic compensation:
 - A. Schematic Design Phase 15%
 - B. Design Development Phase 35%
 - C. Construction Documents Phase 75%
 - D. Bidding and Negotiation Phase 80%
 - E. Construction Administration Phase 100%

5. For the CONSULTANT'S additional services in making major revisions in drawings, specifications, and other documents when such revisions in the Construction Documents Phase and/or the Construction Phase are required and are inconsistent with written approval or instructions previously given, and are due to causes beyond the control of the CONSULTANT, as approved by the DEPARTMENT, compensation shall be based on wage rates provided in Exhibit 'B'.
6. Employees not listed on Exhibit 'B' shall be compensated at a multiple of two and one quarter (2.25) times the employee's Direct Personnel Expense.
7. Additional services of professional sub-consultants shall be computed at a multiple of one and one tenth (1.1) times the amount billed to the CONSULTANT for such services.
8. Direct personnel expense of employees engaged on the project includes architects, engineers, and other technical employees in producing drawings, specifications, and other documents pertaining to the project. Such expenses shall include cost of salaries as well as mandatory and customary benefits.
9. All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total agreed upon not-to-exceed lump sum fee amount. All sub-consultant costs may also be subject to audit by the STATE and Federal Governments.

PART 2 ASBESTOS:

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

PART 3 DESIGN GUIDELINES:

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

PART 4 CONSULTANT'S BASIC SERVICES:

- I. The CONSULTANT'S basic services shall consist of the five phases described below or any combination thereof.
 - A. SCHEMATIC DESIGN PHASE: The CONSULTANT shall consult with the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN &

CONSTRUCTION to ascertain the requirements of the project and shall confirm such requirements through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. The CONSULTANT shall prepare Schematic Design Studies, consisting of drawings and other documents illustrating the scale and relationship of the project components, together with a semi-detailed estimate of construction costs, submitting three (3) sets of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
2. The CONSULTANT shall present the Schematic Design Documents at a review meeting with the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION and the USING AGENCY. The presentation shall contain justification of the concept selected plus a review of options as applicable for the type of project.

B. DESIGN DEVELOPMENT PHASE: The CONSULTANT shall prepare, from authorized Schematic Design Studies, the Design Development Documents, consisting of drawings and other documents to fix and describe the size and character of the entire project including architectural, structural, mechanical, electrical, site development and utilities, materials and methods, as required, together with a more detailed estimate of construction costs, submitting three (3) copies of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. The CONSULTANT and representatives of each of the consultant engineering disciplines required for the project shall present the Design Development Documents at a review meeting with the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION and the USING AGENCY. The presentation shall include justification of selections and impacts of decisions on life cycle costs. The documents shall describe the project sufficiently to allow for thorough evaluation.
2. As a minimum, the Design Development package shall include:
 - a. Definitive Drawings
 - 1) Site plan
 - 2) Floor plans
 - 3) Elevations
 - 4) Section
 - 5) Systems line drawings
 - b. Narrative building description including all systems and performance criteria.
 - c. Outline specifications including all divisions proposed for final specifications.
 - d. Detailed cost estimate itemized by specification heading.
 - e. Narrative analysis of any disproportionate budget monies assignments, if any, with justifications.
 - f. Documented cost/benefit research of options reviewed by each design team discipline.

C. CONSTRUCTION DOCUMENTS PHASE: The CONSULTANT shall prepare, from authorized Design Development Documents, working drawings and specifications, setting forth in detail the requirements for the construction of the entire project, in cooperation with the requirements of the Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. Construction documents shall comply with all current applicable Federal, STATE, and local codes, laws, regulations and requirements applicable to the project, including Executive Orders 2004-7 and 2005-4, and State of NH "High Performance Design Standard" regarding energy efficiency of State Government, in effect as of the date of the advertising of the project.
 2. The CONSULTANT hereby agrees that the construction documents shall be produced in 1/8-inch scale or larger, measuring 24 inches by 36 inches with a 1/2-inch border and a binding border of 1-1/2 inches, unless larger sheets are approved by the DEPARTMENT.
 3. The CONSULTANT with the cooperation of the DEPARTMENT shall prepare the technical specifications in the Construction Specifications Institute's format. Specifications shall be on "bond paper", suitable for reproduction. The Drawings which have been completed by a computer aided drafting system shall be presented to the DEPARTMENT in .DXF or the Department's latest release of AutoCad format. Back of the Plan Sheets shall be labeled with its corresponding electronic file name. The Specifications which have been completed by a computerized word processing system shall be presented to the DEPARTMENT in the Department's current release of Microsoft Word format. The formats and file names shall be clearly identified on the compact discs.
 4. The CONSULTANT shall provide an original wet seal(s) on final construction documents.
 5. The CONSULTANT shall advise the DEPARTMENT of any adjustments to previous statements of probable construction costs indicated by changes in program or requirements and shall deliver to the DEPARTMENT a detailed construction cost estimate based on all items of the construction documents.
 6. The CONSULTANT shall deliver three (3) sets of prints of the working drawings and specifications to the DEPARTMENT for final review and authorization to proceed to the next phase prior to submitting the original construction documents.
 7. The CONSULTANT shall include an affidavit confirming that the construction documents have been reviewed by the CONSULTANT in accordance with the CONSULTANT'S quality assurance/quality control (QA/QC) program provided in Exhibit "C".
 8. BIDDING AND NEGOTIATION PHASE: The CONSULTANT shall assist the DEPARTMENT in preparing the necessary addenda, during the bidding period, and shall assist in negotiations, as required, prior to award of the construction contract.
 - 9.
- D. CONSTRUCTION ADMINISTRATION PHASE: Generally, the CONSULTANT shall function as an advisor to the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION'S Project Architect/Engineer. The CONSULTANT shall, at all times, have access to the work and shall make weekly visits to the site to familiarize itself generally with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Contract documents, and shall require its sub-consultants to visit the site upon its request to inspect the work in progress. The CONSULTANT shall, to the best of its ability, notify the DEPARTMENT as to defects and deficiencies in the work of the Contractor. The DEPARTMENT reserves the right to require the CONSULTANT to make visits to the site, more frequently or less frequently than weekly, as ordered by Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

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

PART 5 DATE OF COMPLETION:

1. The CONSULTANT hereby agrees to process the services required by this AGREEMENT expeditiously to the completion of the Construction Documents Phase of the assigned project and to deliver these documents to the DEPARTMENT on or before September 1, 2022.

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 21:180, 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.

SMITH ALVAREZ SIENKIEWYCZ

DATED: May 12, 2021

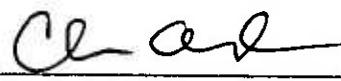
BY: 

MARTIN SIENKIEWYCZ
(PLEASE PRINT NAME)

Marty@sasarchitects.com
(EMAIL ADDRESS)

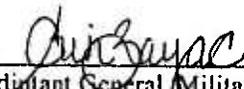
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 8/2/21

BY: 
Charles M. Arlinghaus
Commissioner

THE STATE OF NEW HAMPSHIRE
MILITARY AFFAIRS AND VETERANS SERVICES

DATED: may 25, 2021

BY: 
Adjutant General, Military Affairs & Veterans Services

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: 8/3/21

BY: 

SECRETARY OF STATE:

This is to certify that the Governor and Council approved this Agreement/amendment on SEP 15 2021

DATED: SEP 15 2021

BY: 
DEPUTY SECRETARY OF STATE

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 SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C. is a Vermont Professional Profit Corporation registered to transact business in New Hampshire on April 14, 2015. 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: 724371

Certificate Number: 0005344403



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C.

**Unanimous Written Consent of Shareholders
To Action in Lieu of Special Meeting**

The undersigned, being the duly authorized and registered holders of all of the issues and outstanding shares of voting stock of Smith, Alvarez, Sienkiewicz Architects, P.C., a professional corporation organized and existing under the laws of the State of Vermont (the "Corporation"), do hereby, individually and collectively, consent that the following actions be taken as and for actions of the Corporation and its shareholders in lieu of a special meeting as authorized and permitted under Section 11A V.S.A. §7.04(a):

RESOLVED, that Martin Val Sienkiewicz, Vice President of the Corporation, is hereby authorized to sign and execute any and all contracts and agreements between the Corporation and the State of New Hampshire Department of Administrative Services - Division of Public Works Design & Construction, of Concord, New Hampshire relating to an agreement or agreements to perform architectural services.

Under the provisions of Vermont's Business Corporation Act, the within Unanimous Consent has all the legal effect of a vote taken at a duly warned and noticed meeting of the shareholders and may be described as a meeting, meeting vote or vote of the shareholders in any document.

Dated: May 12, 2021



Stephen Harrison Smith, III, Shareholder



Brenda Temple Alvarez, Shareholder



Martin Val Sienkiewicz, Shareholder



SMITALV-01

TAYLORQUINTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2021

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

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

PRODUCER NFP Property & Casualty Services, Inc. PO Box 2127 620 Hinesburg Road South Burlington, VT 05407	CONTACT NAME: Karra LaPointe	
	PHONE (A/C, No, Ext): (617) 405-1547	FAX (A/C, No):
E-MAIL ADDRESS: karra.lapointe@nfp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Citizens Insurance Company of America		31534
INSURER B: Allmerica Financial Alliance Insurance Company		10212
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Smith Alvarez Slankewycz Architects PC
 117 St. Paul Street
 3rd Floor
 Burlington, VT 05401

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	OBVD069029	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBVD069029	11/9/2020	11/9/2021	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 OED RETENTION \$			OBVD069029	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WKVD069078	11/9/2020	11/9/2021	<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
A	Professional Liab			OBVD069029	11/9/2020	11/9/2021	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Section 3A State: VT

Section 3C. All States Except ND, OH, WA, WY

Re: Littleton FMS Maintenance Shop DPW#81145A

The State, its agencies, and its agents and employees are named Additional Insured as respects to General Liability so long as a written contract or agreement to such exists with the named Insured prior to a loss.

CERTIFICATE HOLDER

State of NH Dept. of Administrative Services, Div. of Public Works, Design & Construction
 PO Box 483
 7 Hazen Drive-Room 250
 Concord, NH 03301-0483

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

David P. [Signature]



SMITH-1

OP ID: BC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2021

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

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PRODUCER Poole Professional B&B - TM 107 Audubon Rd, 2-305 Wakefield, MA 01880 Thomas M. Mullard	CONTACT NAME: Thomas M. Mullard	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: XL Specialty Insurance Company		37885
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Smith Alvarez Sienkiewicz Architects
 117 St. Paul Street 3rd Floor
 Burlington, VT 05401

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 SUBR INSD (0/0/0)	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"/> PROJ <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP 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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> 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 Prof Liab Incl Pollution		DPR9970444	01/21/2021	01/21/2022	Per Claim 2,000,000 Aggregate 2,000,000

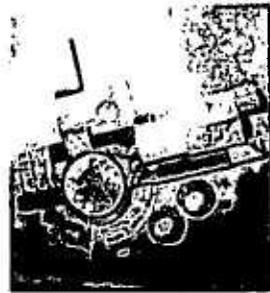
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Littleton FMS Maintenance Shop DPW#81145A

CERTIFICATE HOLDER State of New Hampshire Dept of Admin Services Public Works Design Construct 7 Hazen Drive Room 250 Concord, NH 03302-0483	STNHD-1	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 
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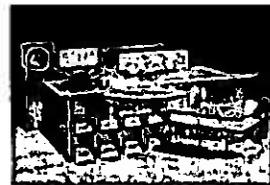
A. PROJECT APPROACH



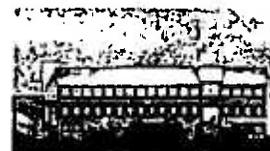
Perspective Study
Shelburne Farms



Study model, All Souls
(1 of 16 versions)



Presentation model, ECHO



Elevation Rendering,
Lyndon State College



Box Office
Middlebury College

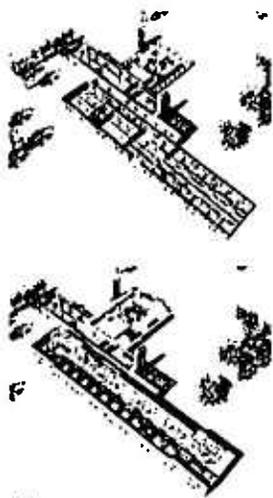
Our firm is focused on the design of public and institutional buildings, and for over the past 27 years, we have been working for the Vermont National Guard on projects that total about \$200 million of construction. We have recently completed two new FMS facilities, one for the NHARNG in Hooksett and one for the VTARNG in North Hyde Park. In addition, we have completed renovations and Work Bay additions to the Westminster FMS, Fair Haven FMS, Camp Johnson CSMS, and the Ethan Allen Firing Range UTES for the VTARNG. We are fully committed to the design of sustainable structures and are a leader in the use of alternative technology. We always consider the long-term life of the buildings we design and believe that they should remain relevant, not only in appearance, but in durability and efficiency. We appreciate and value New England architectural traditions, and seek a modern expression of these in our work.

Our approach to the design and construction process is outlined below:

- We would begin work with a programming/investigative phase to confirm the project goals and parameters as defined by the 1390/91 documents and the NHARNG.
- Meet with appropriate DPW and NHARNG representatives to review your building program and site in detail. During this process, our primary role is to ask the right questions and listen carefully. Our extensive experience with National Guard building projects and FMS facilities allows us to understand the likely issues and to offer informed guidance and advice. Programming/Investigation will include the entire architectural/engineering team. As we proceed, we will refine and expand on the 1390/91 documents that set forth the overall project goals and specific requirements for each space. This will include a careful review of the ATRP Guidelines and NG Design Guides. Once refined, the program will serve as the Basis for Design.
- The Building Program is a living document that may be adjusted and refined throughout design in response to user input, budget considerations, Code requirements and opportunities/restrictions that arise through design. We will work with you to refine and maintain the Program as the project proceeds.
- Early in the design process, we would use computer modeling to study and present interior and exterior design ideas. These drawings provide three-dimensional depictions that facilitate communication, discussion and decision making. In their more refined form, they can be very effective tools that encourage involvement and provide a better understanding of the project that can be beneficial for permitting.
- The design team would work closely with DPW and NHARNG throughout the project. Our role is to investigate, analyze, and synthesize information as a basis for creating alternative design options. We would present these options, with our recommendations, to DPW and NHARNG for discussion and decision making.
- As the design progresses, we suggest a series of interactive presentations to interested parties. The design options will be expansive at the beginning and gradually synthesize and focus design ideas as consensus is built.
- Based on initial investigation, the Design Team will offer specific MEP strategies for the project. As indicated in your RFP, you intend to use photovoltaics to produce electricity and a geothermal heat-pump system for heating and cooling. We applaud DPW and NHARNG for pursuing systems that offer long-term economy, reduced energy costs, and a low carbon footprint. After analysis, review and discussion, all systems will be selected and the entire team will work to coordinate, refine and integrate them into the project.
- Smith-Alvarez-Sienkiewicz Architects will guide the design process and coordinate the entire Design Team to achieve an integrated, sustainable design that meets the program, schedule and budget goals.

We encourage an engaged, collaborative design process with the DPW and NHARNG and suggest the following structure:

- DPW and NHARNG will appoint Project Managers to be our day-to-day contacts. The Project Manager for our team will be Marty Sienkiewicz, Principal in the firm.
- We suggest formation of a Building Committee to include representatives of DPW and NHARNG. This Committee would be involved from programming through construction. Work would be most intensive in the programming/design phases.



Axonometric Studies
Shelburne Farms

- At the end of each project phase, we hope that DPW and NHARNG will review the documents and offer written comments, to which we will respond. We are well acquainted with the requirements of NGPAM 415-5 and the submittal requirements for the NGB. We will provide all materials necessary for the NHARNG to make excellent submittals to NGB in Washington.
- We seek an open, collegial design process. The work of our firm and that of our consultants will be led by principals in the firms. The project will receive the full attention of the principals in all phases. The same people involved in programming will handle the design, construction administration, and project closeout.
- We take an active role during construction and would work closely with DPW and NHARNG to resolve questions and issues promptly. Our construction administration services typically include:
 - Weekly job meetings at the site to review progress and address open issues. We issue a Field Report for each meeting.
 - Issue SK drawings to document changes and clarifications, and answer RFI's.
 - Facilitate construction-related discussions with Code, Building, and Zoning authorities.

B. FIRM CAPACITY / CAPABILITIES



Smith-Alvarez-Sienkiewicz Architects and our consultants have the proven capacity to complete the Field Maintenance Shop project in a timely manner. We have dedicated the time of Marty Sienkiewicz and Bren Alvarez, Principals of the firm, to work together with our consultants on the project. Our team of consultants share the same commitment and enthusiasm toward the project. Our approach includes the following:

- Schedule - It's an excellent time for our firm to undertake this project. We have an experienced team and the staff resources to comfortably complete the project within any reasonable schedule.
- We all share a commitment for thorough and accurate work and are confident that our size, past experience and exceptional design skills are well suited for this project.
- We have always been careful about the projects we pursue and managing our work load to insure that we allow adequate time for thoughtful and thorough design and documentation. We take project schedules very seriously and have a long history of completing projects on schedule. We encourage you to contact any or all of our references for their opinion of our work.
- Early in the project, we will work with DPW and NHARNG to establish a detailed project schedule which we will maintain and review regularly. This schedule will guide our work throughout the project.
- We are responsive, thorough and hard working.
- We have delegated a partner as project architect who will be our primary contact with the Owner, Owner's representatives, our consultants, and the contractor and will be responsible for the day-to-day management of our firm's work throughout the project.
- We will strive to maintain clear and open communication with all parties throughout our work and, to this end, will prepare and distribute meeting minutes promptly after each meeting. We will also encourage regular meetings of the project team.
- Engineering consultants would work directly for our office. We take an active role in the comprehensive review and coordination of each consultant's work.
- We will work actively with DPW, NHARNG and the contractor during construction to minimize RFI's and changes..

C. PROJECT TEAM

SMITH • ALVAREZ • SIENKIEWYCZ ARCHITECTS

Architect

SAS will lead the project team and coordinate the work of our consultants. Marty Sienkiewicz, will be responsible for all aspects of our work from programming through construction. He will be the primary contact with the State of New Hampshire and the NHARNG throughout all phases of the project. Marty has worked on multiple projects for the VTARNG and the NHARNG including, most recently, a new Mountain Warfare School at the Ethan Allen Firing Range in Jericho, Vermont; a new FMS in Hooksett, New Hampshire; a new FMS in North Hyde Park, Vermont; the AASF and Readiness Center at the Burlington International Airport and Readiness Centers in Northfield and Jericho, Vermont. He will bring the experience gained from 40 years of practice in the region.

Bren Alvarez, Partner in the Firm, will work with Marty and the project team throughout the design phases, bringing her creativity and lively design sense to the project. Marty and Bren have collaborated on the design of many National Guard and other projects for many years. Cheryl Dowling, Architect, will also work with Marty and Bren throughout the project. Cheryl's design, organizational and coordination skills will be an essential part of the team. Cheryl had a similar role in the Hooksett FMS project.

YEATON ASSOCIATES

Mechanical / Plumbing Engineer / Fire Protection / Electrical

Yeaton Associates has extensive experience designing mechanical, plumbing, fire suppression and electrical systems for institutional clients. We have a long and successful working relationship with Yeaton Associates and have worked together on multiple projects at the Vermont Air and Army National Guard, and the New Hampshire Army National Guard, including several FMS buildings and addition projects. They have also worked with us on the new Army Mountain Warfare School that includes a complete geothermal heating and cooling system.

Yeaton Associates has successfully completed the mechanical and electrical design for a number of projects and is a leader in the design of sustainable mechanical systems. They have worked with us on a number of LEED projects; most recently, the LEED Gold North Hyde Park FMS, LEED Silver Hooksett FMS and LEED Gold Fire Station at Vermont Air National Guard and the projected LEED Silver Army Mountain Warfare School for the Vermont Army National Guard.

Wayne Fillion, as team leader, will oversee administration, management and design of the project. Wayne's responsibilities will include the overall management of the mechanical, fire protection, plumbing and electrical designs, attending design meetings and coordination with the architect.

ARTISAN ENGINEERING

Structural Engineer

Structural engineering will be done by Artisan Engineering, Shelburne, VT, led by John Higgins. AE will be responsible for all of the structural engineering and bring their knowledge and expertise to the team. AE has completed several projects with SAS including the new Army Mountain Warfare School in Jericho, VT.

TIGHE & BOND

Civil Engineer

Civil engineering and landscape architecture will be done by Tighe & Bond, Portsmouth, NH, led by Gordon Leedy and Joe Persechino. T&B will be responsible for all of the site, civil and geotechnical-related engineering and bring their local knowledge and expertise to the team. They are well versed with NHDPW, NHARNG and the New Hampshire permit process and their record of past performance demonstrates their abilities, making them a key component of the team.

TOM BARDEN

Cost Estimation

Tom Barden will provide construction cost estimates for the project. Tom has many years experience as a construction estimator and project manager and is familiar with New England construction costs. He has successfully estimated costs for our firm on a number of projects including the North Hyde Park FMS, Hooksett FMS, Army Mountain Warfare School, the Forest Center for the National Park Service and multiple other National Guard projects. Tom's 40 years of experience with construction in New England will be supplemented with cost estimates from Tighe & Bond and Yeaton Associates.

EXHIBIT B

SMITH | ALVAREZ | SIENKIEWYCZ ARCHITECTS

July 26, 2021

State of New Hampshire
 Department of Administrative Services
 Bureau of Public Works Design & Construction
 POB 483, 7 Hazen Drive – Room 250
 Concord, NH 03302-0483

Attn: Theodore Kupper

Re: Littleton FMS

Dear Theodore:

The following current wage rates for Smith-Alvarez-Sienkiewicz Architects are provided as requested.

Employee	Employee Classification	Direct Labor (95%) \$/HR	Overhead Burden %	Fixed Fee (10%) \$/HR	Total Hourly Wage
Stephen Smith	Principal	\$ 51.98	101.36	10.14	\$ 111.50
Bren Alvarez	Principal	\$ 46.41	90.50	9.05	\$ 99.55
Marty Sienkiewicz	Principal	\$ 49.86	97.23	9.72	\$ 106.95
Sherry Libby	Architect	\$ 43.76	85.33	8.53	\$ 93.86
Tricia Roy	Architect	\$ 43.76	85.33	8.53	\$ 93.86
Cheryl Dowling	Architect	\$ 36.07	70.34	7.03	\$ 77.37
Stephanie Lynch	Architect	\$ 32.89	64.14	6.41	\$ 70.55
Owen Smith	Architectural Intern	\$ 27.85	54.31	5.43	\$ 59.74
Mona Boutin	Administration	\$ 29.18	56.90	5.69	\$ 62.59

Please note that reimbursable expenses will be billed in addition to our hourly rates as follows:

- Mileage: \$.55/mile
- Photocopies: \$.10/copy - Black and White / \$1.00/copy - Color
- Computer Plots: Bond/Vellum Mylar
 - 24" x 36": \$2.00/sheet \$15.00/sheet
 - 30" x 42": \$3.00/sheet \$22.00/sheet
- Reproductions, Postage, Long Distance Telephone, Photography, Lodging: 1.1 times cost (as applicable)

Sincerely,



Marty Sienkiewicz
 for Smith-Alvarez-Sienkiewicz

LTR TK NH-OC Wage Rate Schedule

E. QUALITY ASSURANCE / QUALITY CONTROL

Smith-Alvarez-Sienkiewicz Architects will lead a project team composed of staff from our office as well as multiple consultants. We follow the following QA/QC Program:

- At the start of the project, we anticipate a short but intense programming phase in which we ask further questions to refine the building program and project goals. We would meet with the building users, talk with the facility staff and visit the site in order to better understand your design goals and intentions and to establish specific functional requirements. Based on our discussions, we would develop or refine a written building program for your review. Once this is established, it, along with the 1390/91 documents and National Guard Design Guides, will serve as the Basis of Design.
- During the programming phase, we would also work with you to explicitly define the project schedule. We would prepare a graphic schedule for review and approval that shows all major tasks and milestones including the phases of our work, project review, and cost estimates. Once established, the schedule will guide the work of all participants.
- We will conduct a Code, ATRP and permit review to determine general requirements for the project and update this as our work proceeds.
- One of our chief roles will be to offer alternate design proposals on large and small scale issues for our mutual discussion and review. Active owner involvement and participation in the design process is essential, and we believe that strong opinions and challenging goals yield the best design solutions. We anticipate and encourage active discussion. We have a hands-on, solution-oriented working style and genuinely like the collaborative process of design. Our work includes comprehensive cost estimates at the conclusion of each phase of our services. Our independent estimator is also available on a consulting basis throughout the project.
- Engineering consultants would work directly for our office. We take an active role in the comprehensive review and coordination of each consultant's work.
- Many of our projects include energy modeling during the design phase to better predict energy costs and to provide data to assist with selection of mechanical, electrical, glazing and insulation systems. Given the National Guard requirement of qualifying for LEED Silver, we would prepare energy modeling for the project.
- We will establish regular meetings with each consultant to review their work, including schedule and budget. When appropriate, we will arrange access/ meetings for the consultants with you. We will run these meetings and issue minutes.
- Our office utilizes an in-house review process for each major submittal and, especially, before issuing final construction documents. This internal review typically involves a comprehensive examination and check of the documents by an architect not directly associated with the project. Our consultants follow a similar review process.
- Construction administration is done by the principal in the firm who is responsible for the project. This ensures continuity and oversight by an experienced person capable of making decisions.

