State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF FORESTS & LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488
TDD Access: Relay NH 1-800-735-2964
nhdfl.dncr.nh.gov

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August 2, 2024

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Forests and Lands, to enter into a contract with Manypenny Murphy Architecture, PLLC d/b/a Placework (VC #281168), of Portsmouth, NH in the amount up to and not to exceed $353,535 to provide design, engineering, and construction administration services to renovate the storage facilities at the NH State Forest Nursery located at 405 Daniel Webster Highway in Boscawen, NH, effective upon Governor and Executive Council approval through October 31, 2025. **36% Federal Funds and 64% Capital Funds.**

Funding is available in account, L23:1XI2-Forest & Lands Facilities, as follows:	FY2025
03-035-035-350030-56400000-034-500152-Capital Projects	$227,535
Funding is available in account, ARPA DNCR Capital Project Fund, as follows:	
03-035-035-351510-24670000-103-502664-00FRF602PH3501A Contracts for Ops Services	$126,000
Total	**$353,535**

EXPLANATION

The Division of Forests and Lands (DF&L) manages the NH State Forest Nursery in Boscawen, NH. The State Forest Nursery was established in the early 1900's for the purpose of supplying native planting stock to towns and private landowners. This renovation project will update the storage facilities, making them more energy efficient, accessible, and functional.

On March 11, 2024, a Request for Qualifications (RFQ) was released to proposers for design, engineering, and construction administration services to renovate the storage facilities at the State Forest Nursery. The RFQ was issued in accordance with the Department of Administrative Service's policy. The qualification solicitation was posted on the Division of Purchase and Property's website and the following construction services websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Digital Imaging, and Works in Progress. Statements of Qualifications from three (3) firms were received by April 12, 2024. Three (3) firms were interviewed on April 17, 2024, and April 18, 2024, and were scored based on evaluation criteria. Attached for your information is the RFQ and a summary of the firm evaluation scores received for this project. The Selection Committee consisted of Albi Fioravante, Capital Projects Administrator; Seth Prescott, Public Works Project Manager; Bill Kunelius, Nusery Manager, State Forest Nursery, DF&L; Michael Powers, Regional Forester, DF&L; William T. Guinn, Administrator, Forest Management Bureau, DF&L.

The following table provides an itemized break down of the requested contract price limitation which includes an allowance provision for reimbursable expenses. The reimbursable expense allowance is intended to cover unforeseen expenses that may occur during the project. This amount is not guaranteed and shall not exceed the amount indicated below.

Contract Financials	
Base fee total	$269,635
Estimated reimbursable expense allowance	$7,000
Septic design (if required)	$3,500
Construction administration services	$73,400
Requested contract price limitation	$353,535

The Attorney General's Office has approved the contract as to form, substance and execution.

Respectfully submitted,

Patrick Hackley
Director Forests and Lands

Concurred,

(SM)

Sarah L. Stewart
Commissioner

SF Nursery RFQ Submission Scoring Totals

Evaluation Criteria	Company Name of Firms Interviewed			
	Paul Designs	Tennant Goucher	**Placework**	Total Available Points
Expertise in climate-controlled storage or commercial walk-in cooler designs	**160**	0	150	175
Project Engineers Experience	100	100	**125**	125
Project Completion Background	75	25	**85**	100
References from Similar Projects	**80**	30	**80**	100
Total points	415	155	**440**	500

The Selection Committee consisted of Albdios Fioravante, Capital Projects Administrator; Seth Prescott, Public Works Project Manager III; William T. Guinn, Administrator, Forest Management Bureau, Division of Forests and Lands; Billy Kunelius, Nursery Manager, State Forest Nursery, Division of Forests and Lands; and Michael Powers, Regional Forester, Division of Forests and Lands. The Selection Committee was compiled based on their environmental and professional expertise as well as their knowledge and familiarity of the project and project site.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Natural and Cultural Resources Division of Forest & Lands		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Manypenny Murphy Architecture, PLLC d/b/a Placework		1.4 Contractor Address 96 Penhallow Street Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-319-8199	1.6 Account Unit and Class 03-350030-56400000-034 03-351510-24670000-103	1.7 Completion Date 10/31/2025	1.8 Price Limitation $353,535
1.9 Contracting Officer for State Agency Albdios Fioravante, Project Administrator		1.10 State Agency Telephone Number 603-271-1523	
1.11 Contractor Signature Date: 8.1.24		1.12 Name and Title of Contractor Signatory ALYSSA M. MURPHY, MEMBER	
1.13 State Agency Signature Sarah Stewart Date: 8/14/2024		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Sheri Phillips, AAG On: 8/30/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 8/1/24

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials _____

Date 8/5/24

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials YM

Date 8/1/24

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials _____

Date 8/1/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS
NH State Forest Nursery Renovations

EXHIBIT A
SPECIAL PROVISIONS

The form P-37 shall be supplemented by the following paragraphs following paragraph 26.

27. ORDER OF PRECEDENCE

All transactions under this Agreement shall be governed by the following documents:

27.1.1 The P-37 General Provisions as modified by Exhibit A;
27.1.2 Exhibit B
27.1.3 Exhibit C
27.1.4 Exhibit D

All of the foregoing documents are hereby incorporated herein by reference and together constitute the entire agreement between the State and Contractor. Any conflict between the terms and conditions of the foregoing documents will be resolved in the order of precedence (in descending order) in which they are listed above.

28. CONTRACTOR'S RESPONSIBILITIES

28.1 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

28.2 The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Department shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Department-furnished information.

28.3 The Consultant shall identify a representative who is authorized to act on behalf of the Consultant with respect to the Project.

28.4 The Consultant shall be licensed in the State of New Hampshire to perform the services described in this Agreement or shall cause such services to be performed by appropriately licensed professionals.

28.5 The Consultant shall coordinate its services with those services provided by the Department or the Departments other Consultants. The Consultant shall be entitled to rely on the accuracy and completeness of services and information provided by the Department and the Departments other consultants.

29. DEPARTMENT'S RESPONSIBILITIES

29.1 The Department shall provide information in a timely manner regarding requirements for and limitations on the Project.

29.2 The Department shall identify a representative who is authorized to act on behalf of the Department with respect to the Project.

29.3 The Department will review project documents for consistency with Project requirements, and that requirements are met, there are no negative impacts to the Departments operations, and that the design is in the State's best interest.

Contractor Initials
Date 8.1.24

29.4 The Department will administer all details in connection with obtaining bids, awarding and preparing contracts, and other contract administrative work required for the Project.

30. INSURANCE

30.1. In addition to the Insurance provisions indicated in Articles 14 and 15 of the Agreement, the Consultant shall maintain the following insurance for the duration of the Agreement.

A. Automobile Liability covering vehicles owned and non-owned used by the Consultant with policy limits of not less than $500,000 Combined Single Limit for bodily injury and property damage.
B. Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits not less than $2,000,000 aggregate.

31. ADDITIONAL PROVISIONS

31.1 Hazardous Materials:

31.1.1 The Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

31.2.1 In the event the Consultant or any other party encounters Hazardous Materials at the project site, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the Department retains appropriate specialist contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Materials, and warrants that the site is in full compliance with applicable Laws and Regulations.

31.2.1.1 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 Consultant under this Agreement, immediately become the property of the Department and, when completed, shall bear the Consultants endorsement. The Consultant shall surrender to the Department, upon demand at any time, or submit to its inspection any such document. 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.

31.2.1.2 Opinions of Probable Construction Cost: Consultants opinions of probable construction cost provided for herein are to be made on the basis of the Consultant's experience and qualifications and represents the Consultants best judgement as an experienced and qualified professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by the Consultant.

32. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS
This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements

are published and updated at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

33. FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting https://www.sam.gov.

34. SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

35. GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: http://www.gasb.org

36. RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

37. SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

38. CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDNCR may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

39. PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024, must be expended by December 31, 2026.

40. PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must

Contractor Initials _____
Date 8.1.24

be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDNCR may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

41. DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

42. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

42.1 As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

42.1.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

42.1.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

42.1.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of

the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

42.2 Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

42.2.1 Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

43. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER $10M

For projects over $10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

44. OTHER SPECIAL PROVISIONS

44.1 In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:

44.1.1 **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

44.1.2 **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in *2 CFR part 200 Subpart E.*

44.1.3 **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

44.1.4 **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

44.1.5 **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture,

distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

44.1.6 **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

EXHIBIT B – SCOPE OF SERVICES

The Contractor shall provide design, engineering, and construction administration services to renovate the storage facilities at the NH State Forest Nursery located at 405 Daniel Webster Highway in Boscawen, NH in accordance with revised proposal dated June 28, 2024 (Exhibit D) including:

- Design a highly energy efficient 60'x60'x10' cooler building providing 36,000 cubic feet, attached to an existing early 1900's era barn with concrete foundation which will perform the following:
  - Provide cold storage at 35 degrees during the months of March-May each year.
  - Provide storage space for packages varying in dimensions from 15"x4"x20" to 22"x6"x36". Packages may weigh up to 75 lbs. each.
  - Consider options to mist unpackaged product while in cold storage without damaging packaged product.
  - Cooler should have 8' external insulated garage door, interior doors to provide access for staff to bring product in and out of the cooler into the sorting and packing room and in and out of the shipping room.
  - Cellular access to controls and monitoring.
- Redesign an 840 cubic foot walk in freezer attached to the existing barn and increase energy efficiency. Control moisture levels in freezer to aid in long-term seed storage. Freezer is run year-round and stores 1,000+ lbs. of tree seed, typically packaged in gallon sized bags. Cellular access to controls and monitoring is required.
- Work with Nursery Manager to design a sorting and counting room within the existing barn structure that provides efficient workflow and provides for worker comfort.
- Work with the Nursery Manager to design an area for packaging and loading for shipping via UPS that provides efficient workflow and provides for worker comfort.
- Design an ADA compliant bathroom within the existing barn structure to include emergency shower.
- Provide options for seasonal heating system for sorting/packing room, shipping room, upstairs woodshop and one bay of equipment pole barn. Considerations will be given to wood or propane heat sources.
- Review Fire Marshall Report and provide resolutions for issues within the existing barn.
- Move Pesticide lockers from main barn building to equipment pole barn and create a pesticide loading area outside the pole barn for safe loading and mixing practices.
- Scrape and paint barn and repair trim.
- Design and provide cost estimates for a rooftop PV array and possible backup energy storage to offset energy use at the nursery.

EXHIBIT C – PAYMENT TERMS

Contract Price:
Total contract shall not exceed: $353,535

Method of Payment:
Payments shall be made monthly based on completed items in the Scope of Work and detailed in the Contractor's proposal and approved by the Project Manager and within 30 days after receipt of itemized payment requisitions.

Term:
This contract shall commence upon approval of the Governor and Executive Council, with a completion date of October 31, 2025.

Contractor Initials JM
Date 9.4.24

EXHIBIT D

Placework

6.10.2024

REVISED 6.28.2024

Albi Fioravante
Project Administrator
State of New Hampshire
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301

re: NH State Forest Nursery Renovation

Dear Albi:

Thank you again for the opportunity to contribute architectural design and engineering services for the proposed renovation to the NH State Forest Nursery. We enjoyed meeting with you and the rest of your team during our interview and subsequent site visit, and we are eager to assist the State in moving this exciting project forward.

Please review the enclosed architectural design and engineering services proposal, including schematic design through construction administration services. Our scope and fee is based on renovation and addition to an approximately 11,500 square foot existing barn, including approximately 36,000 cubic feet of refrigerated storage space, new walk-in freezer, reconfigurations to the existing layout to improve function, life safety, and energy efficiency, as well as other items identified in your RFQ dated 3/6/2024. Site work includes improvements around the existing barn structure, proposed addition, and existing parking area, as well as the design of an approximately 200' new roadway extending from existing farm access road to the refrigerated storage facility, as discussed during our visit to the site.

Our fee is inclusive of professional services to be provided by our sub-consultant team, identified below. We have described the enclosed scope of services, project team, and fees based on our current understanding of the project following our interview, site visit, and review of record documentation provided via email on May 7th.

Our proposed team includes the following consultants:

- Baseline ES (MEP/FP and Refrigeration Design & Engineering)
- Summit Engineering (Structural Engineering)
- Nobis Group (Civil Engineering, Permitting)
- M. Herndon (Landscape Architecture)

Please refer to the enclosed material for additional information. We are more than happy to review any questions you may have, or make revisions to the scope of work as needed to suit your needs.

Client Initial:

Scope of Work

We anticipate the project to follow an approximately 32 week design schedule, followed by an estimated 44 weeks for bidding/contract negotiations and construction. A preliminary project schedule is appended to this proposal.

Our proposed scope is generally consistent with "Basic Services," as defined by the American Institute of Architects (AIA). The scope includes in following project specific tasks and deliverables:

SCHEMATIC DESIGN

- Project Kickoff / Visioning Meeting to establish project schedule, objectives and sustainability goals.
- Field visit to the existing facility with consultant team (combined with Kickoff).
- Development of existing conditions documentation, based on available record documents and verification during field visit.
- Meet with users to develop program, functional, and space needs. Develop a tabular space requirements program.
- Verify project performance targets, including thermal performance and energy efficiency requirements.
- Review existing State Fire Marshall report(s) and confirm approaches to remediate noted deficiencies. Implement remediation in design as required.
- Develop schematic design plans, sections and elevations based on project requirements.
- Coordinate consultant work with architectural design. At this stage, consultant work is typically in written narrative form, to inform cost estimating.
- Two design review meetings are anticipated during this phase.
- Respond to client review comments on the Schematic Design Package.
- Develop opinion of probable cost.

Deliverables:

* *Schematic Design Package, to include plan/section/elevation drawings and written narratives.*
* *Opinion of probable cost*

DESIGN DEVELOPMENT

- Design refinement and development of details, coordination with engineering systems and disciplines.
- Present select finish materials with client input.
- Two design review meetings are anticipated during this phase.
- Develop outline specification.
- Respond to client review comments on the Design Development Package.
- Update opinion of probable cost.

Deliverables:

* *Design Development Package including drawings, outline specification*
* *Update opinion of probable cost.*
* *Material samples for client review*

Client Initial:

CONSTRUCTION DOCUMENTS

- Revise drawings as required to meet project budget following cost estimate.
- Develop construction documentation including drawings and specifications in CSI format, to be used for the basis of a construction contract.
- Respond to client review comments on the draft Construction Documents.
- Two meetings to review construction document progress are anticipated.

Deliverables:

* *75% Draft Construction Document Submission for Client Review*
* *Construction Document Package Including Drawings and Project Manual*

BIDDING/CONTRACT NEGOTIATION

- Attend a site walk through / page turn with prospective contractor(s).
- Coordinate with client to incorporate required bid documents into Project Manual
- Review and evaluate contractor bids/proposals
- Develop and issue bid clarifications and addenda as required.

CONSTRUCTION ADMINISTRATION (ADDITIONAL SERVICE)

- Review and respond to all contractor Submittals and Requests for Information.
- Review and approve contractor applications for payment.
- Develop and issue document clarifications as needed.
- Bi-weekly site visits during construction.
- Prepare a punch list, participate in a final walk-through (2 visits).
- Coordinate with all sub-consultants to provide record drawings in Revit or AutoCAD, as well as .pdf format.

Deliverables:

* *Record of design documents in Revit and/or Autocad as well as PDF format*

Client Initial:

FEE PROPOSAL

A summary of Placework's fees by phase, based on an assumed start date of September 1, 2024 is as follows:

PHASE	TIME	FEE
Programming/Schematic Design	12 weeks	$35,000
Design Development	8 weeks	$31,000
Construction Documents	12 weeks	$57,000
Bidding/Negotiation	8 weeks	$6,000
ARCHITECTURAL SUBTOTAL		$129,000
Baseline ES (MEP/FP Engineering, Refrigeration Design)		$58,500
Summit Engineering (Structural Engineering)		$14,000
Nobis Group (Civil Engineering/Permitting)		$40,500
M Herndon (Landscape Architecture)		$14,850
Consultant Coordination		$12,785
BASE FEE TOTAL		**$269,635**
Reimbursable Expense Allowance (estimated)		$7,000
ADDITIONAL COSTS		
Septic Design (if required)		$3,500
Construction Administration Services (Placework, Baseline ES, Summit, Nobis)		$73,400

Fees will be billed monthly based on the percentage of phase complete. For the purposes of this proposal, we have developed our fee based on actual anticipated effort, given the anticipated scope and schedule for the project. Should the scope of work, construction budget, or schedule increase significantly from what is outlined in this proposal, we will request that our fee be adjusted appropriately. No additional work will be performed without written approval.

Client Initial:

ASSUMPTIONS AND EXCLUSIONS

The scope of work above illustrates our understanding of the project, and includes the following assumptions:

- Survey by licensed land surveyor is excluded; Placework understands a survey of the property will be completed by others, and made available for our use.
- Landscape architecture scope includes limited design input during the schematic design phase and preparation of a planting plan for bid. Extensive hardscape, site walls, grading or other landscape tasks are neither expected nor included.
- Geotechnical evaluation is not included in this proposal, but may be necessary for the completion our work. We will be happy to assist you in defining, procuring, and coordinating such services as they are required.
- Our proposed scope excludes structures outside the area of the existing barn.
- Construction duration is assumed at approximately 36 weeks, including 12 site visits during this phase. Should duration of construction or number of visits vary significantly from our assumptions, Placework may propose fee adjustments.
- Our proposal assumes limited structural evaluation or modification to the existing barn. Based on our understanding of the intended scope of work, the proposed alterations will not require a "substantial structural alteration", as defined in the International Existing Building Code (IEBC). Should the scope increase to trigger such alteration, the building may require complete structural evaluation and upgrades. We believe this will be cost-prohibitive and strongly recommend developing the project to avoid these requirements.
- Opinions of probable construction cost will be developed based on Placework and our team's experience and qualifications, and represent our best professional judgement as an experienced and qualified professional generally familiar with the industry. Cost estimating by a third party cost estimating vendor is not included in our proposal.
- Placework will perform its services consistent with the professional skill and care ordinarily provided by architects for the orderly progress of the project.
- The Client has provided full information about the objectives, schedule, constraints, and existing conditions of the budget, and has established a budget that includes reasonable contingencies and meets the project requirements.
- The Client will provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the project.
- Placework is not responsible for the discovery, identification, handling, removal, disposal or liability for exposure to hazardous material and environmental contamination at the project site.
- Physical models, three-dimensional, or photo-realistic digital renderings are not included unless specifically mentioned in the proposal deliverables.
- Project certification for LEED, PHIUS, Living Building Challenge, or other high performance certifications are excluded.
- Telecommunications, security, intercom, or other systems design is excluded. The MEP/FP Engineer will document raceway for these systems on the electrical drawings in coordination with the owner's vendors. Design for these systems can be included at an additional cost.

Client Initial:

REIMBURSABLE EXPENSES
Reimbursable expenses shall be invoiced in addition to the fees above and include, but not be limited to: consultants' fees and expenses, printing, reproductions, bulk copying, postage, shipping, delivery, travel expenses, and/or other project related out-of-pocket expenses. Items shall be reimbursed to the Architect at cost plus ten percent (10%).

ADDITIONAL SERVICES
Should additional services become necessary during the course of the project, these can be provided by executing an amendment to our original contract or on an hourly basis. Hourly rates are updated annually at the beginning of the year to reflect market conditions, employee benefits and salary compensation. Additional services will be invoiced at the then current hourly rates.

VALIDITY
This Proposal shall remain in effect for thirty (30) days from the Proposal Date. If not executed within this period of time, this Proposal may require review and revision.

If you find the proposed scope of services and fees acceptable, we expect to formulate a contract for the work, based on State of New Hampshire standard form P-37. Please do not hesitate to contact me if you have any questions or would like to discuss any aspect of this proposal further. Thank you again for this opportunity - we look forward to working together!

Sincerely,

Alyssa Murphy, AIA, LEED AP
Principal

Enclosure: Preliminary Project Schedule
Standard Terms & Conditions

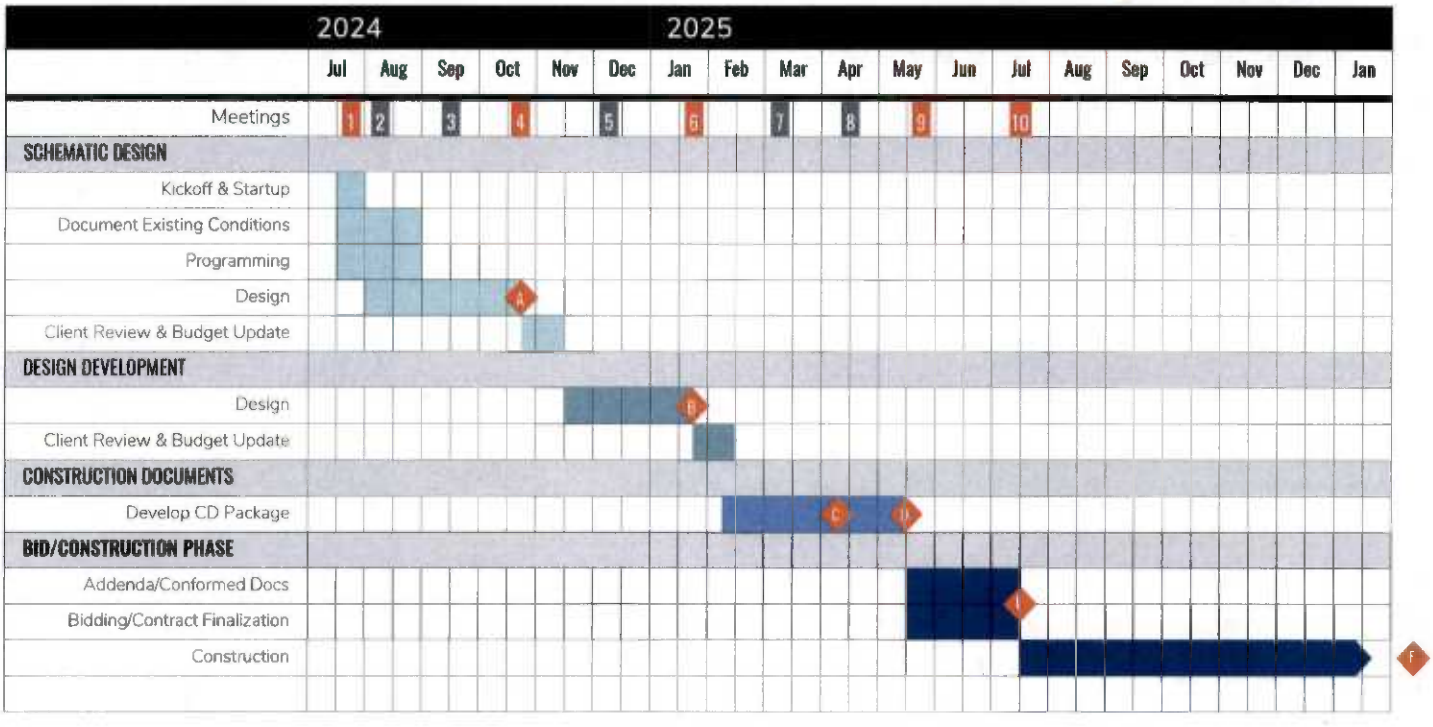
Client Initial:

New Hampshire Department of Natural & Cultural Resources

Preliminary Project Schedule

NEW HAMPSHIRE STATE FOREST NURSERY RENOVATIONS

X In-person Meeting X Virtual Meeting



MEETINGS:

1. Kickoff / Visioning Meeting & Site Visit
2. Programming Meeting(s)
3. SD Progress
4. SD Presentation
5. DD Progress
6. DD Presentation
7. CD Progress
8. CD Progress & Estimate Review
9. CD Phase Presentation / CM Pageturn
10. Bid Review / Contract Finalization

MILESTONES AND DELIVERABLES:

A. Schematic Design Package
B. Design Development Package
C. Draft Construction Documents
D. Construction/Permit Documents
E. Construction Contract Finalization
F. Substantial Completion (tbd ~Feb '26)

Placework

Updated 5/17/2024

STANDARD TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

1. ENTIRE AGREEMENT

This Agreement is the offer of Manypenny Murphy Architecture, PLLC (DBA Placework, herein referred to as "the Architect"), to perform the consulting services described in the attached Proposal. Acceptance by the Client is strictly limited to the attached Proposal and these Terms and Conditions for Architectural Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing the Architect to proceed. This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

2. SERVICES TO BE PERFORMED

The services to be performed are described in the preceding Proposal. Unless otherwise specified in the Proposal or the Terms and Conditions, the Architect shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation and supervision to perform all tasks listed in the Proposal. The Architect may use the services of subconsultants when, in the Architect's sole opinion, it is appropriate and customary to do so.

3. COMPENSATION

Fee. The attached Proposal describes the tasks, phases and compensation terms.

Terms of Payment. Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time for services and reimbursable expenses. Unless other mutually satisfactory arrangements have been made between the Architect and Client, payments are due upon the Client's receipt of invoice. Amounts that are unpaid thirty (30) days after the invoice date are considered past due.

Payments Withheld. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the costs of changes in the contractor's services other than those which the Architect is adjudged to be liable.

Suspension. If any payment is more than ninety (90) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, and other charges. Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension.

In the event any portion of the account remains unpaid after one hundred and eighty (180) days after billing, the Client shall pay the Architect's collection costs, including reasonable attorney's fees. If the Client fails to make payment to the Architect in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by the Architect.

4. ADDITIONAL SERVICES

All Additional Services shall be approved by the Client and the Architect in writing prior to proceeding.

Fees for Additional Services. The Architect may provide Additional Services beyond those listed in the Proposal by a negotiated sum or on an hourly basis. The Architect's 2024 hourly rates are as follows:

Principal	$205 per hour
Architect/Project Manager	$185 per hour
Project Designer	$115 per hour

Hourly rates are updated annually at the beginning of the year to reflect market conditions, employee benefits and salary compensation. Additional services will be invoiced at the then current hourly rates.

Reimbursable Expenses. Reimbursable expenses shall include, but not be limited to, consultants' fees and expenses, printing, reproductions, bulk copying, postage, shipping, delivery, long distance travel expenses, lodging, meals and/or other project related out-of-pocket expenses. Items shall be reimbursed to the Architect at cost plus ten percent (10%).

5. INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at their own expense, all information, requirements reports, data, survey and instruction required by this agreement. The Architect may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the Architect pursuant to this Agreement are instruments of the Architect's professional service, and the Architect shall retain an ownership and property interest therein. The Architect grants the Client a license to use instruments of the Architect's professional service for the purpose of constructing, occupying and maintaining this specific Project. Reuse and/or modification of any such documents, without the Architect's written permission, shall be at the Client's sole risk, and the Client agrees to indemnify and hold the Architect harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse and/or modification by the Client or by others acting through the Client.

Notice of Copyright. All ideas, designs, arrangements and/or plans indicated or represented by the Architect's drawings will be created, evolved and developed for use on this specific Project. None such ideas, designs, arrangements and/or plans shall be used by or disclosed to any purpose whatsoever without the written permission of the Architect.

7. INSURANCE, IMDEMNITY AND LIMITATIONS

Insurance. The Architect shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this Agreement. Certificates of insurance are available on request.

The expense of any additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the Client in excess of the standard coverage of The Architect and its consultants shall be borne by the Client. The Client shall require the contractor to name he Architect as an Additional Insured on the contractor insurance policy.

Indemnification. The Architect and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, error or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Limitation of Liability. For any damage on account of negligence, errors, omissions, breach of contract, or breach of warranty, the Architect's liability shall be limited to the Architect's fee received under this Agreement.

Waiver of Consequential Damage. The Architect and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

Hazardous Substances. The Architect shall <u>not</u> be responsible for the identification, presence, removal, testing and/or certification of removal, or exposure of person to any hazardous substance including, but not be limited to, PCB, petroleum, mold infestation, hazardous waste, asbestos, lead, and any other similar substances. The Architect and the Client acknowledge that Architectural Services does <u>not</u> include any items related to a Hazardous Environmental Condition.

Unforeseen, Latent or Hidden Conditions. Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When architectural services are required to address these conditions, those services shall be deemed Additional Services.

Unauthorized Changes In the event that the Client consents to, allows, authorizes or approves of changes to any plans, specifications, or other documents, and the Architect does not approve these changes in writing, the Client recognizes that such changes and results thereof are not the responsibility of the Architect. Therefore, the Client agrees to release the Architect from any liability arising from the construction, use or result of such changes.

8. ADDITIONAL PROVISIONS

Termination. Either party may elect to terminate this Agreement with not less than ten (10) calendar days written notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Client shall hold the Architect harmless for delays, clarifications, or non-conformance with the Contract Documents if the Architect has been terminated prior to the Construction Administration portion or phase of the work.

In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Governing Law. The parties agree that this agreement shall be governed by the laws of the State of New Hampshire.

Dispute Resolution. It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators and assigns. Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. If not resolved, then the dispute or claim shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in Rockingham County, NH, the expense of which shall be borne equally by the parties.

Publicity. The Architect and its consultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

Client Initial:

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 PLACEWORK is a New Hampshire Trade Name registered to transact business in New Hampshire on October 23, 2019. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **829951**

Certificate Number: **0006725763**

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 June A.D. 2024.

David M. Scanlan

Secretary of State

State of New Hampshire

Department of State

Business Name : **PLACEWORK**

Business ID : **829951**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0006683587	05/01/2024	10/23/2024	Trade Name Renewal	N/A
0006677025	04/26/2024	04/26/2024	Tradename - First Renewal Notice	N/A
0004610561	10/23/2019	10/23/2019	Trade Name Registration	N/A

Trade Name Information

Business Name	Business ID	Business Status

Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
	Applicant

Business Information

Business Details

Business Name:	PLACEWORK	Business ID:	829951
Business Type:	Trade Name	Business Status:	Active
Expiration Date:	10/23/2029	Last Renewal Date:	5/1/2024
Business Creation Date:	10/23/2019	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	10/23/2019		
Principal Office Address:	96 Penhallow Street, Portsmouth, NH, 03801, USA	Mailing Address:	96 Penhallow Street, Portsmouth, NH, 03801, USA
Business Email:	alyssa@placework.studio	Phone #:	603-319-8199
Notification Email:	alyssa@placework.studio	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Professional, Scientific, and Technical Services	Architectural Services

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status

Trade Name Owned By

Name	Title	Address
Manypenny Murphy Architecture, PLLC (/online/BusinessInquire/TradeNameInformation?businessID=505351)	Business	Good Standing

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address

No records to view.

Certificate of Authority #3

(Limited Partnership, Limited Liability Professional Partnership or LLC)

Limited Partnership or LLC Certificate of Authority

I, Brian P. Murphy (*Name*), **hereby certify** that I am a Partner, Member or Manager of Manypenny Murphy Architecture (*Name of Partnership or LLC*) a limited liability partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C. d/b/a Placework

I certify that Alyssa M. Murphy (*P-37 Signatory*)* is authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution

DATE: 8/1/24 **ATTEST:**  (*Signature*)

Brian P. Murphy, Member (*Title*)

* **Note:** The signatory to this Certificate of Authority and the signatory to the P-37 may not be the same individual.

MANYP-1 OP ID: JP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

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

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

PRODUCER 781-245-5400 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 John Larin	CONTACT NAME: John Larin PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS:
INSURED Manypenny Murphy Architecture d/b/a Placework 96 Penhallow Street Portsmouth, NH 03801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Indemnity Co of CT — 25682 INSURER B: Travelers Prop Casualty Co Am — 25674 INSURER C: Berkley Design Professional — 32603 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			6802J876898	07/08/2024	07/08/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO			6802J876898	07/08/2024	07/08/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A			UB0K175546	02/04/2024	02/04/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof Liability			AES-9043551-01	12/14/2023	12/14/2025	Per Claim	2,000,000
	Incl Pollution						Aggregate	2,000,000

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

CERTIFICATE HOLDER

NH Department of Natural and Cultural Resources
172 Pembroke Road
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